



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
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March 24, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-15-032 between Clackamas County Community Corrections and Sub-Recipient Los Niños Cuentan for Community-Based Victim Services Programs

Purpose/Outcome	This Agreement will provide funding through Justice Reinvestment for community-based victim services programs.
Dollar Amount and Fiscal Impact	The Agreement value is \$40,000.
Funding Source	State of Oregon Criminal Justice Commission.
Duration	Effective upon full execution and terminates June 30, 2017.
Previous Board Action/Review	Biennial approval.
Contact Person	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

BACKGROUND: Justice Reinvestment dedicates 10% for victim services programs. Los Niños Cuentan will fund 0.5 FTE bilingual Volunteer Coordinator/Supervisor to support the programs in the Casa Hogar Emergency Shelter. The Volunteer Coordinator will work with staff and volunteers to increase access for victims to resources in the community, providing prevention and intervention services. They will also recruit and train volunteers, work closely with and train staff to support the need of victims of domestic violence and increase volunteer participation.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2015 and ending on June 30, 2017.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-15-032 between Clackamas County and Los Niños Cuentan.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

**CLACKAMAS COUNTY, OREGON
LOCAL GRANT AGREEMENT JR-15-032**

Project Name: ***Los Niños Cuentan***
Project Number: ***58017***

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Community Corrections (COUNTY) and **Los Niños Cuentan** (SUBSUBRECIPIENT), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: <i>Nora Jones</i>	Program Manager: <i>Nora Jones</i>
Clackamas County Community Corrections 1024 Main St Oregon City, OR 97045 503-655-8780 norajon@clackamas.us	Clackamas County Community Corrections 1024 Main St Oregon City, OR 97045 503-655-8780 norajon@co.clackamas.or.us

SUBRECIPIENT Data

Finance/Fiscal Representative: <i>Lorena Connelly</i>	Program Representative: <i>Lorena Connelly</i>
Los Niños Cuentan PO Box 1172 Clackamas OR, 97015 503-933-7840 losNiñoscuentan@gmail.com	Los Niños Cuentan PO Box 1172 Clackamas OR, 97015 503-933-7840 losNiñoscuentan@gmail.com
FEIN: 30-0499063	

RECITALS

1. According to the National Alliance to end Homelessness, domestic violence is the second leading cause of homelessness. When a survivor of domestic violence leaves her abuser, she and her children often leave without any possessions or source of income. Furthermore, unique challenges exist in finding temporary housing for mono-linguistic women and their children. More often than not, these families often “couch surf” or end up back in the abusive home.
2. Latino populations are among the poorest in Oregon. According to the Oregon Center for Public Policy, Latinos in Oregon experience a 28.8 percent poverty rate (2011). Many domestic violence survivors from Latino populations are living more than 100 percent below the poverty level. For most families, an emergency shelter is the last resort.
3. Existing shelters for women and children in Clackamas County are consistently full and services largely unavailable for mono-linguistic women.
4. Currently, Los Niños Cuentan is one of the organizations serving the needs of the Latina community with culturally specific programs and services within Clackamas County. As a result, mono-linguistic women in need of shelter and resources are referred to Los Niños Cuentan by county agencies and other organizations that do not have the capacity (language, etc.) required to serve this community. “Casa Hogar, Los Niños Cuentan’s emergency shelter for Latino women, acts as an immediate

source of housing for women and children whose options for emergency shelter are severely limited. Casa Hogar provides a vital link to many of the families served by Los Niños Cuentan.

5. As a historically underserved population, Latina women and children affected by domestic abuse are offered several services during their stay at "Casa Hogar". Residents receive court advocacy, case management, counseling, support groups, co-case management with other agencies and the ability for their children to continue attending public schools. Los Niños Cuentan also connect residents with resources such as food stamps, cash assistance, and transitional housing.
6. The "Casa Hogar" emergency shelter meets established National Objectives with a "Presumed Benefit" to low and moderate income persons.
7. Justice Reinvestment Act Funds (JRA) will be used to support an existing Volunteer Coordinator position at 0.5 FTE. This Local Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **CRIMINAL JUSTICE COMMISSION JUSTICE REINVESTMENT JR-15-032** issued to the COUNTY by the State of Oregon, Criminal Justice Commission. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$40,000**.
5. **Disbursements.** Disbursements will be made in lump sum according to the following schedule:
 - 5.1. \$20,000 immediately upon execution of this agreement.
 - 5.2. \$20,000 upon receipt of second award installment from the State of Oregon, scheduled to be received sometime after October 1, 2016

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration

date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
8. **Funds Available and Authorized.** The COUNTY certifies that it has received half of the grant award currently authorized to finance the costs of this Agreement within the current fiscal year budget, and is scheduled to receive the second and final installment after October 1, 2016. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue advanced to SUBRECIPIENT should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT PROGRAM BUDGET. SUBRECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification changes the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this agreement and in accordance with the Criminal Justice Commission Grants Management Handbook, located at http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior to this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** SUBRECIPIENT shall submit an itemized invoice for the balance of the funds upon execution of this agreement.
 - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit a Performance Report by July 10, 2016 and July 10, 2017 as specified in Exhibit C. SUBRECIPIENT must submit a preliminary and final Financial Report by July 10, 2016 and July 10, 2017

respectively as specified in Exhibit D. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.

- i) **Lobbying.** SUBRECIPIENT agrees that no portion of the grant funds will be used to engage in lobbying of the Federal, State, or County Government or in litigation against the United States unless authorized under existing law. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- j) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- k) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, the State of Oregon, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- l) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at http://www.oregon.gov/cjc/grants/Documents/2015_CJC_Grants_Management_Handbook.pdf and incorporated herein by reference.

- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$100,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein.
- c) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured. Additional insured shall include the Criminal Justice Commission, its officers, employees and agents as Additional Insureds but only with respect to SUBRECIPIENT's activities under this agreement.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is

not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

Los Niños Cuentan

By: _____
Chair

By: _____
Lorena Connelly, Executive Director

By: _____
Recording Secretary

Dated: _____

Dated: _____

Approved to Form

By: _____
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying and Litigation Certificate
- Exhibit D: Performance Reporting

EXHIBIT A

STATEMENT OF PROGRAM OBJECTIVES

Scope

SUBRECIPIENT will use Justice Reinvestment Act Funds to fund a .5 FTE Volunteer Coordinator/Supervisor to support the programs in the Casa Hogar Emergency Shelter. The Volunteer Coordinator will recruit, train and supervise the volunteers who will provide direct services and ensure compliance with grant requirements and provide quality control.

Activities

- SUBRECIPIENT will provide prevention and intervention services for victims of domestic violence in the agency and other program participants.
- A bilingual and professionally trained .5 FTE Volunteer Coordinator will provide the foundation needed to help recruit and train volunteers for all areas of service within SUBRECIPIENT organization.

**EXHIBIT B
PROGRAM BUDGET**

Applicant Agency: Los Niños Cuentan

Proposed Service: Community-based Victim Services

Annual Budget

BUDGET CATEGORY	BUDGET 2015-2017
Volunteer Coordinator Salary and Fringe	\$26,000
Administrative costs	\$8,000
Rent/Utilities	
Supplies	\$1,000
Equipment	\$3,000
Travel/Training	\$2,000
TOTAL	\$40,000

Provide detailed information about each line item listed above:

Funding will support .5 FTE Volunteer Coordinator. The Volunteer Coordinator (VC) will work with staff and volunteers to increase access for victims to resources in the community. The VC will provide trainings to volunteers and staff; recruit and train volunteers; work closely with staff to support the need of victims of domestic violence; and increase volunteer participation. Supplies included are for trainings and curriculum material. Equipment funding will be used to purchase a desktop computer and software for the Volunteer Coordinator and volunteers use. Travel and training funds are included to provide trainings in the community and mileage. Administration funding is set at 20% to assist in covering a portion of the required professional insurance.

EXHIBIT C

Performance Reporting

The Justice Reinvestment Act Funds will require **annual** reporting with a written progress report due **July 10, 2016 and July 20, 2017**.

SUBRECIPIENT will provide a success story illustrating the positive impact that the funds have had for a member(s) of the community. The success story(s) will identify how grant funding was utilized in the four components and criteria asked for in the Victim RFR section of the Justice Reinvestment Grant Program 2015-2017 Request for Applications:

- How did funded services target marginalized and underserved populations in the community?
- How have funded services addresses access barriers?
- How have funded services increased capacity where services are difficult to access, are limited or non-existent?
- How were funded services utilized to provide trauma-informed interventions?

EXHIBIT D
Final Financial Report

BUDGET CATEGORY	BUDGET	Expenditures through 6/30/16	FINAL EXPENDITURES	BALANCE
Volunteer Coordinator Salary and Fringe	26,000			
Administrative Costs	8,000			
Rent/Utilities				
Supplies	1,000			
Equipment	3,000			
Travel/Training	2,000			
TOTAL	40,000			