

October 20, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Sub-Recipient Agreement #16-024 with
Clackamas Women’s Services for Advocacy in Rural Clackamas County

Purpose/Outcomes	Services to be provided under this amendment include advocacy, resource referral, safety planning, and crisis intervention for a minimum of 40 rural victims of domestic, sexual assault, and stalking violence.
Dollar Amount and Fiscal Impact	\$124,696 (amendment adds \$62,348) No County General Funds are involved.
Funding Source	Office on Violence Against Women Rural Grant #2013-WR-AX-0031
Duration	October 1, 2016 through September 30, 2017
Previous Board Action	010716-A2
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	7456

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the Sub-Recipient Agreement #16-024 with Clackamas Women’s Services for advocacy services in rural Clackamas County. A minimum of 40 rural victims of domestic, sexual assault, and stalking violence will receive ongoing support; including crisis intervention, lethality protocol follow-ups, short and long term safety planning, information & referrals, and assistance with protective orders.

No County General Funds are involved in this amendment. It becomes effective upon signature and terminates September 30, 2017 and has a maximum value of 124,696 (amendment adds \$62,348). It has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Contract Amendment (FY 16-17)
Health, Housing and Human Services

HHHS Contract Number: 6931	Board Order Number: 010716 – A2
Subrecipient Agreement Number: 16-024	
Division: CYF/HHHS	Amendment No. 1
Subrecipient: Clackamas Women's Services	Amendment Requested By: CYF
Changes: <input checked="" type="checkbox"/> Scope of Service	<input checked="" type="checkbox"/> Contract Budget
<input checked="" type="checkbox"/> Contract Time	() Other:

Justification for Amendment:

This agreement provides for resources to be used for victim safety in cases of domestic violence, dating violence, sexual assault, and stalking in rural areas of Clackamas County.

This amendment extends the agreement term to 9/30/2017, adds to the maximum compensation, and expands the scope of the project.

Maximum compensation is increased by \$62,348 to a revised value of \$124,696. This amendment is effective **upon signature** and continues through **September 30, 2017**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

Clackamas County Data	
Grant Accountant: <i>Judy Anderson-Smith</i>	
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5422 <i>Jsmith2@co.clackamas.or.us</i>	

TO READ:

Clackamas County Data	
Grant Accountant: <i>Mike Morasko</i>	
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5435 <i>mmorasko@clackamas.us</i>	

AMEND:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the October 1, 2015 and shall expire on September 30, 2016, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as ***of October 1, 2016*** and shall expire on ***September 30, 2017***, unless sooner terminated or extended pursuant to the terms hereof.

AMEND:

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.

TO READ:

2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives ***#1 and Attached Exhibit A.1: Subrecipient Statement of Program Objectives #2***. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.

AMEND:

3. **Grant Funds.** The COUNTY's funding for this Agreement is the OVW FY 2013 Rural Sexual Assault, Domestic Violence, Dating Violence, and Stalking Assistance Program (Catalogue of Federal Domestic Assistance [CFDA]#: 16.589) issued to the COUNTY by the U.S. Department of Justice Office on Violence Against Women (Federal Award Identification #2013-WR-AX-0031). The maximum, not to exceed, grant amount that the COUNTY will pay is \$62,348. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

3. **Grant Funds.** The COUNTY's funding for this Agreement is the OVW FY 2013 Rural Sexual Assault, Domestic Violence, Dating Violence, and Stalking Assistance Program (Catalogue of Federal Domestic Assistance [CFDA]#: 16.589) issued to the COUNTY by the U.S. Department of Justice Office on Violence Against Women (Federal Award Identification #2013-WR-AX-0031). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$124,696**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibits D.1 & D.2** and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. **Total funding for this Agreement is divided between funding periods as follows:**
 - a. **October 1, 2015 to September 30, 2016: \$62,348**
 - b. **October 1, 2016 to September 30, 2017: \$62,348**

AMEND:

9. e) **Budget.** The 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 without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

TO READ:

9. e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit **B.1 & Exhibit B.2. SUBRECIPIENT will track and account for program expenditures separately by each program budget within SUBRECIPIENT's financial system(s).** SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

AMEND:

9. f) **Indirect Cost Recovery.** SUBRECIPIENT has negotiated a federally-authorized indirect cost rate of **14.4% of salaries and wages**, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B. SUBRECIPIENT has provided COUNTY with a copy of this rate agreement (cognizant agency: Department of Justice).

TO READ:

9. f) **Indirect Cost Recovery.** SUBRECIPIENT has negotiated a federally-authorized indirect cost rate of **14.4% of salaries and wages and fringe for costs incurred October 1, 2015 through June 30, 2016 and 20.5% of salaries, wages and fringe for costs incurred July 1, 2016 through September 30, 2017**, which is incorporated by reference in **Exhibit B.1: SUBRECIPIENT Budget 15-16 Program Year (Amended) and Exhibit B.2: SUBRECIPIENT Budget 16-17 Program Year.** SUBRECIPIENT has provided COUNTY with a copy of this rate agreement, **dated March 20, 2016** (cognizant agency: Department of Justice). **Written notification of adjustments to this rate made by the Federal government must be provided to COUNTY by SUBRECIPIENT within 10 days of receipt.**

AMEND:

9. i) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E and E-1 for each period (monthly, quarterly, and final) during the term of this Agreement.

TO READ:

9. i) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E, **E.1, E.2 and E.3** for each period (monthly, quarterly, and final) during the term of this Agreement.

AMEND:

10.

- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$100,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

TO READ:

10.

- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of **\$150,000**, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

AMEND:

12.

- c.
 - 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.

TO READ:

12.

- c.
 - 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, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.**

AMEND:

12.

c.

8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.

TO READ:

12.

c.

8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss ***and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.***

ADD:

12.

c.

10) ***Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.***

ADD TO AGREEMENT:

12.

m. ***Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of the Agreement and affirm that no other changes are made hereby.***

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

SUBRECIPIENT

By: 
Melissa Erlbaum, Executive Director
Clackamas Women's Services

10/5/2016
Dated

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

Rich Swift, Director
Health, Housing and Human Services
Clackamas County

Dated

Recording Secretary

Dated

Approved to Form:


County Counsel

10/5/16
Dated