

October 13, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment increasing funding and extending duration of an Intergovernmental Agreement with Clackamas County Circuit Court to continue Protective Order and Support Services through October 31, 2022. Amendment value is \$6,940, agreement value is increased to \$242,355. Funded through the U.S. Department of Justice.
No County General Funds are involved.

Purpose/Outcome	Clackamas County Circuit Court will continue to provide a .65/.75 FTE Abuse Prevention Application Court Clerk, stationed at A Safe Place Family Justice Center (ASP-FJC), to provide assistance to petitioners for domestic violence protection orders through the video court program. Amendment #4 adds funds and extends the program through October 31, 2022, which will enable the Circuit Court to provide assistance to customers for the extended period.
Dollar Amount and Fiscal Impact	Amendment #4 adds \$6,940 for a maximum value of \$242,355 No County General Fund involved and no match required.
Funding Source	U.S. Department of Justice, Office on Violence Against Women Improving Criminal Justice Responses Grant Program Award 2019-WE-AX-0017 Catalog of Federal Domestic Assistance (CFDA) 16.590
Duration	October 1, 2020 to October 31, 2022
Previous Board Action/Review	Previous Board Action: 3/24/2022 Board Issues: 10/12/22
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Intergovernmental Grant Amendment #4 has been reviewed and approved by County Counsel on: 9/27/22 (AN)
Procurement Review	Was the item processed through Procurement? No. Federal Subrecipient Intergovernmental grant amendment
Contact Person	Jessica Duke 971-291-8569
Contract No.	H3S 9493

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement Amendment #4 with Clackamas County Circuit Court to continue service delivery of Protective Order and Support Services out of A Safe Place Family Justice Center; this will include access to domestic violence restraining orders, sexual assault, stalking and elder abuse. The funding in this amendment allows for extending the grant period for one month through October 31, 2022 and increasing the budget to reflect that extension.

This Intergovernmental Agreement Amendment #4 is effective upon signature by all parties for services through October 31, 2022. Amendment adds \$6,940 for a maximum value of \$242,355.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends the Board approve this Intergovernmental Amendment #4 and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook, Director
Health, Housing & Human Services

Subrecipient Agreement Amendment
H3S – Children, Family & Community Connections Division

Subrecipient Agreement Number: 20-020 A.4 (H3S
9493)

Board Order Number:

Department/Division: H3S/CFCC

Amendment No. 04

Subrecipient: Clackamas County Circuit Court

Amendment Requested By: Adam Freer

Approved as to form:



09/27/2022

County Counsel

Date

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

This Amendment #4 is entered into between Clackamas County Circuit Court (“SUBRECIPIENT”) and Clackamas County (“COUNTY”) and shall become a part of the Subrecipient Grant Agreement 20-020 (“Agreement”) entered into between both parties on March 19, 2020.

Justification for Amendment:

This Amendment #4 extends the duration of the Agreement by one additional month to allow additional time for service delivery that was delayed by the COVID-19 pandemic, and updates the maximum not-to-exceed grant amount for the Agreement by increasing the budget for the cost of an additional month of funding. COUNTY’s funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award #2019-WE-AX-0017 issued to the COUNTY by the Department of Justice - Office on Violence Against Women (OVW), which had a project period and budget period from October 1, 2019 to September 1, 2022. On July 22, 2022 OVW authorized an extension of the project and budget periods to 10/31/2022. This Amendment #4 also updates references to CFDA # 16.590 (Catalog of Federal Domestic Assistance number) to Assistance Listing # 16.590, as www.sam.gov (the authoritative source for domestic assistance and other federal awards, including the CFDA) transitioned to a new naming convention that now refers to any “assistance program” as an “assistance listing” or “listing.”

This Amendment #4 increases the Agreement amount by \$6,940 to \$242,355.

This Amendment #4 is effective **upon signature**. The project period for this Amendment #4 is **October 1, 2019** through **October 31, 2022**.

Except as amended hereby, all other terms and conditions of the Agreement remain in full force and effect. Changes are identified with “***bold/italic***” font for easy reference.

AMEND Section 1 of the Agreement:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than **September 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than October 1, 2019 and not later than **October 31, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND Section 4 of the Agreement:

- 4. Grant Funds.** COUNTY's funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16.590) issued to COUNTY by the Department of Justice The maximum, not to exceed, grant amount that COUNTY will pay is **\$235,415** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting and Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment and represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

TO READ:

- 4. Grant Funds.** COUNTY's funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (**Assistance Listing** #: 16.590) issued to COUNTY by the Department of Justice. The maximum, not to exceed, grant amount that COUNTY will pay is **\$242,355**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting and Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment and represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

AMEND Section 5 of the Agreement:

- 5. 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 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 except for the final payment. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

TO READ:

5. 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. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

AMEND Section 12 d) of the Agreement:

d) Insurance. COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in **Exhibit I: Insurance. If self-insurance, Agency shall provide documentation to COUNTY of Agency's self-insurance by completing the Self-Insurance Certification form provided by COUNTY.**

TO READ:

d) Insurance. COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in **Exhibit I: Insurance *unless SUBRECIPIENT is a state agency that is self-insured under the state Insurance Fund.***

REPLACE: Exhibit B: Subrecipient Program Budget in its entirety with:

EXHIBIT B SUBRECIPIENT PROGRAM BUDGET

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ), <i>Assistance Listing # 16.590</i>)	AGREEMENT No. 20-020 A.4 (H3S 9493)
SUBRECIPIENT: Clackamas County Circuit Court	

EXHIBIT B: SUBRECIPIENT BUDGET		
<i>Organization:</i>	Clackamas County Circuit Court	
<i>Funded Program Name:</i>	Court Clerk	
<i>Program Contact:</i>	Gina Setter	
<i>Agreement Term:</i>	Oct 1, 2019 - Oct 31, 2022	
Agreement # 9493 Amendment #4	<i>Approved</i>	<i>Approved</i>
Approved Award Budget Categories	Award Amount	Match Amount
<u>Personnel</u> (List salary, FTE & Fringe costs for each position)		No match is required on this award
Court Clerk salary (.65 FTE)	\$ 133,586.00	
Court Clerk Fringe	\$ 39,161.00	
Court Clerk health benefits	\$ 69,608.00	
Total Personnel Services	\$ 242,355.00	
<u>Administration</u>		
<u>Supplies</u>		
<u>Utilities</u>		
<u>Travel</u>		
Training	\$ -	
Travel/Mileage	\$ -	
<u>Additional (please specify)</u>		
Total Programmatic Costs	\$ -	
Total Grant Costs	\$ 242,355.00	

REPLACE Exhibit D: Required Financial Reporting in its entirety with:

**EXHIBIT D
REQUIRED FINANCIAL REPORTING**

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ), <i>Assistance Listing # 16.590</i>)	AGREEMENT No. 20-020 <i>A.4</i> <i>(H3S 9493)</i>
SUBRECIPIENT: Clackamas County Circuit Court	

1. SUBRECIPIENT will submit a monthly Request for Reimbursement referencing grant agreement number 20-020 and contract **#9493**.
2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by November 15, 2022 for **October 31, 2022** expenses.
3. Reimbursements shall be based on actual costs authorized in **Exhibit B: Subrecipient Program Budget** of this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration, where applicable. This documentation should be readily available for review upon request or site visit by COUNTY, State of Oregon officials, and/or auditors.
4. Request for Reimbursement shall be submitted electronically to:
 - sradford@clackamas.us
 - svandyke@clackamas.us

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

REPLACE Exhibit D-1: Request for Reimbursement in its entirety with:

**EXHIBIT D-1
 REQUEST FOR REIMBURSEMENT**

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ) Grant, <i>Assistance Listing # 16.590</i>)	AGREEMENT No. 20-020 A.4 (H3S 9493)
SUBRECIPIENT: Clackamas County Circuit Court	

Exhibit D-1 REQUEST FOR REIMBURSEMENT				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i> <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>). 				
Contractor:	Clackamas County Circuit Court	Contract #:	9493 Amend 4	
Address:	807 Main Street	Report Period:		
	Oregon City, OR 97045			
Contact Person:	Gina Setter			
Phone Number:	503-655-8631			
E-mail:	Gina.L.Setter@oid.state.or.us			
Budget Category	Budget	Current Draw	Previously	Balance
<u>Personnel</u>				
Court Clerk salary (65 FTE/.75 FTE)	\$ 133,586.00	\$ -		\$ 133,586.00
Court Clerk Fringe	\$ 39,161.00	\$ -		\$ 39,161.00
Court Clerk health benefits	\$ 69,608.00	\$ -		\$ 69,608.00
Total Personnel	\$ 242,355.00	\$ -	\$ -	\$ 242,355.00
<u>Administration</u>				
Administration (10%)		\$ -	\$ -	\$ -
<u>Supplies</u>				
Office/Client Supplies	\$ -	\$ -	\$ -	\$ -
<u>Utilities</u>				
Utilities/Maintenance	\$ -	\$ -	\$ -	\$ -
Phone/Internet	\$ -	\$ -	\$ -	\$ -
<u>Travel</u>				
Training	\$ -	\$ -	\$ -	\$ -
Travel/Mileage	\$ -	\$ -	\$ -	\$ -
<u>Additional (please specify)</u>				
Client Assistance	\$ -	\$ -	\$ -	\$ -
Child care expense	\$ -	\$ -	\$ -	\$ -
Total Program	\$ -	\$ -	\$ -	\$ -
Total Budget	\$ 242,355.00	\$ -	\$ -	\$ 242,355.00

Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature			
Title			
Date			
<u>Department Review</u>			
Program Manager			
Department	Children, Family & Community Connections		
Signature:		Date:	

REPLACE Exhibit E-1: Monthly Activity Report in its entirety with:

**EXHIBIT E-1
MONTHLY ACTIVITY REPORT**

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ) Grant, Assistance Listing # 16.590	AGREEMENT No. 20-020 A.4 (H3S 9493)
SUBRECIPIENT: Clackamas County Circuit Court	

Agreement Period: October 1, 2019 through **October 31, 2022**

Agency: Clackamas County Circuit Court

Funded Service: OVW Improving Criminal Justice Responses

Program Contact: Gina Setter/Candice Lucas

Contact Info: Gina.L.Setter@ojd.state.or.us

*This report covers the fiscal year starting October 1, 2019 through **October 31, 2022**. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.

1. Total number of participants served during the month with the funding allocated for this programming:

- Number of restraining orders assisted:
- # consultations on completion of orders with FJC partners:
- # trainings on protective order process, paperwork, changes, etc.:

2. Activities that were conducted during the month with the funding allocated for this programming:

3. Any challenges and/or successes?

Person(s) completing this form:

Date:

REPLACE Exhibit E-2: Quarterly Report in its entirety with:

**EXHIBIT E-2
QUARTERLY WORK PLAN REPORT**

PROJECT NAME: Improving Criminal Justice Response (Fund Source: Office on Violence Against Women (DOJ) Grant, <i>Assistance Listing #</i> 16.590	AGREEMENT No. 20-020 A.4 <i>(H3S 9493)</i>
SUBRECIPIENT: Clackamas County Circuit Court	

REMOVE Exhibit E-3: Quarterly Demographic in its entirety

REPLACE Exhibit F: Final Financial Report in its entirety with:

**EXHIBIT F
 FINAL FINANCIAL REPORT**

PROJECT NAME: Improving Criminal Justice Response - Clackamas County Circuit Court (Fund Source: Office on Violence Against Women (DOJ), Assistance Listing # 16.590)	Agreement #: 20-020 A.4 (H3S 9493) Date of Submission: XX/XX/XX
Has Subrecipient submitted all requests for reimbursement? Yes / No	
Has Subrecipient met all programmatic closeout requirements? Yes / No	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this Agreement:	
Year-to-Date Federal Funds requested for reimbursement on this Agreement:	
Total Federal Funds received on this Agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

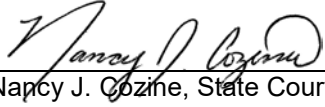
Subrecipient's Certifying Official's title: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #4 to be executed by their duly authorized officers.

CLACKAMAS COUNTY CIRCUIT COURT

COUNTY OF CLACKAMAS



Nancy J. Cozine, State Court Administrator

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

807 Main Street

Street Address

Oregon City, OR 97045

City/State/Zip

Tootie Smith, Chair

Date

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

County Admin

Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____