

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: DISTRICT ATTORNEY

BOARD AGENDA # *B-3

Urgent ☐

Routine ☒

AGENDA DATE January 11, 2011

CEO Concurs with Recommendation YES ☒ NO ☐
(Information Attached)

4/5 Vote Required YES ☒ NO ☐

SUBJECT:

Approval of Sub Grant Agreement with the Southern Regional Children's Advocacy Center for Closed-Circuit Television and/or Recording Equipment for Use in Criminal Child Abuse Cases and Training.

STAFF RECOMMENDATIONS:

1. Approve the sub grant agreement between the Southern Regional Children's Advocacy Center and the District Attorney's Office.
2. Authorize the District Attorney to sign and approve the sub grant award agreement including any extensions, or amendments.
3. Direct the Auditor-Controller to increase revenue and appropriations as detailed on the attached Budget Journal form.

FISCAL IMPACT:

Appropriations and estimated revenue of \$30,000 for the sub grant with the Southern Regional Children's Advocacy Center will be reflected in the District Attorney's Office Fiscal Year 2010-11 budget, since the District Attorney's Office is the administrator for the agreement. The award amount will be used for purchasing iRecord Professional equipment and training needed for the Child Abuse Interviews Referrals and Evaluation Center (CAIRE). The expenditure will be offset with revenue received from the sub grantor by fiscal year end. A required 25% in-kind match of \$10,500, included in the agreement for salary and benefit costs of a Deputy District Attorney, is funded in existing appropriations in the District Cont. Page 2

BOARD ACTION AS FOLLOWS:

No. 2011-031

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Sub Grant Agreement with the Southern Regional Children's Advocacy Center for Closed-Circuit Television and/or Recording Equipment for Use in Criminal Child Abuse Cases and Training.

FISCAL IMPACT CONTINUED:

Attorney's General Fund Criminal budget. There is no exposure to the County General Fund.

DISCUSSION:

The National Children's Advocacy Center (NCAC) was awarded a grant from the US Department of Justice, Office of Juvenile and Delinquency Prevention, to provide funds for the purchase and/or upgrade of closed-circuit television and/or recording equipment for use in criminal child abuse cases, and for the development and delivery of related personnel training. Through a competitive process, the Southern Regional Children's Advocacy Center (SRCAC), a program of the NCAC, has chosen to fund and enter into a sub grant agreement in the amount of \$30,000 with the Stanislaus County District Attorney's Office to purchase recording equipment for the CAIRE Center. The sub grant agreement is effective for a period of one year, from August 1, 2010 through July 31, 2011.

The CAIRE Center provides forensic interviews, medical examinations and therapeutic services to young victims of crime in a single, child friendly location. The center is jointly operated by the Stanislaus County District Attorney and Stanislaus County Community Services Agency. The CAIRE Center interview is the final interview of the child prior to court. The recorded interview is then available to use in support of the child's testimony in court. However, the current recording equipment does not always record accurately and is outdated. The outdated system does not indicate how many hours of interview data it has stored on the hard drive. When the hard drive reaches its maximum capacity, the interview with the child has to stop so the Information Technology (IT) department can be contacted to delete prior interviews to free space on the hard drive. The staff and child have to wait until the IT department arrives, which can take anywhere from 60 - 90 minutes. Because the interview has to be stopped, the flow of the interview is affected and increases stress to the child having to wait to continue. The new recording equipment to be purchased is iRecord. The new iRecord equipment will provide continuity and follow-through that does not currently exist during the child victim interview process. This will decrease stress and anxiety for the child, and also use less IT and staff time trying to back up and free up data space.

POLICY ISSUES:

Acceptance of this contract will assist the District Attorney's office in meeting the Board's priority of A Safe Community by providing assistance to victims of crime.

STAFFING IMPACTS:

There are no staffing impacts at this time.

CONTACT INFORMATION:

Carol Shipley, Assistant District Attorney (209) 525-5550

BOARD OF SUPERVISORS

CCTV/Recording Technology Grant Program
Grant # 2009-MU-MU-K005-11

2011 OCT 20 A 10:47

**SUB GRANT AGREEMENT
BETWEEN
THE SOUTHERN REGIONAL CHILDREN'S ADVOCACY CENTER, A PROJECT OF
THE NATIONAL CHILDREN'S ADVOCACY CENTER
AND
County of Stanislaus, District Attorney
FOR
THE CLOSED-CIRCUIT TELEVISION AND RECORDING TECHNOLOGY
FOR USE IN CHILD ABUSE CASES PROGRAM**

THIS Sub Grant Agreement is entered into by and between the Southern Regional Children's Advocacy Center (SRCAC), a project of the National Children's Advocacy Center (NCAC), and **County of Stanislaus, District Attorney** ("Sub Grantee"). NCAC has been awarded a grant from the US Department of Justice, Office of Juvenile and Delinquency Prevention (OJJDP) through grant number 2009-MU-MU-K005 to provide funds for the purchase and/or upgrade of closed-circuit television (CCTV) and/or recording equipment for use in criminal child abuse cases, and for the development and delivery of related personnel training. SRCAC desires to fund Sub Grantee's Project, as described in Attachment A of this Sub Grant, to further the objectives of the Grant.

In consideration of the payments, terms and conditions set forth in this Sub Grant Agreement, Sub Grantee agrees to perform the Project in accordance therewith. This Sub Grant Agreement and its attachments establish the entire agreement between SRCAC and Sub Grantee and may only be changed by prior written approval of both parties, as set out in Section 29 of this Sub Grant Agreement.

TERMS AND CONDITIONS

Article I: General Provisions

- 1. SUBGRANT PERIOD.** This Sub Grant Agreement is effective August 1, 2010 - July 31, 2011.
- 2. SUBGRANT AMOUNT.** SRCAC agrees to grant the Sub Grantee an amount not to exceed **\$30000** in allowable costs for the implementation of the Project described in Attachment A (Concept Narrative and Project Timeline) in accordance with the budget set forth in Attachment B (Budget Summary), both of which are incorporated by reference herein. Sub Grantee agrees to provide and document, to the reasonable satisfaction of the SRCAC, a cash or in-kind match of **\$10500**.
- 3. SUB GRANT REPRESENTATIVES.** Unless otherwise specified under this Sub Grant for particular activities, SRCAC designates Cym Doggett, Project Director, as its representative in carrying out the terms of this Sub Grant. The Sub Grantee designates **Carol Shipley** as its representative in carrying out the terms of this Sub Grant. Either designee may change upon written notice to the other Party.

4. TERMINATION. Either Party may terminate this Sub Grant Agreement at any time and for any reason, including but not limited to Sub Grantee's failure to implement the Project to SRCAC's satisfaction, by giving written notice of termination to the other Party's representative, and by specifying therein the effective date of the termination. Notice of termination must be received at least thirty (30) days prior to the effective date. SRCAC shall have the right to terminate this Sub Grant Agreement *immediately* if it has good-faith reason to believe that Sub Grantee has engaged in financial mismanagement or misfeasance of Sub Grant funds. The Sub Grant Agreement may be terminated on behalf of the SRCAC only by its Executive Director, Project Director, or Chief Financial Officer. In the event of termination for cause, SRCAC will provide notice in writing as soon as reasonably possible under the circumstances, but in any case within not more than seven days. Notwithstanding the foregoing, if funds to finance this Sub Grant Agreement become unavailable, SRCAC may terminate the Sub Grant Agreement upon no less than twenty-four (24) hours notice by telephone, e-mail or other writing to Sub Grantee's representative.

After notice of termination, Sub Grantee shall not incur any new obligations with respect to the terminated portion of the Sub Grant Agreement, and shall terminate any consulting agreements or contracts to the extent that they relate to the terminated work. SRCAC will pay for authorized costs incurred through the date of termination. Sub Grantee will furnish all necessary reports of work completed, or in progress, through the date of termination.

5. COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED GRANTS. If any portion of this Agreement will be paid with any federal funds, Sub Grantee understands and agrees that compliance is required with the provisions of 2 CFR 215.48 and Appendix A to 2 CFR 215, which are hereby adopted by reference and made a part of this Agreement. It is Sub Grantee's responsibility to review, understand, and comply with these requirements, a copy of which may be obtained by accessing the Code of Federal Regulations at www.access.gpo.gov.

6. AUDITS. Sub Grantee agrees to cooperate in any audit of its organization commenced by SRCAC, the funding agency or their authorized representatives. Audit activities shall include the examination and/or copying of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data, including other sources of funding for Sub Grantee's activities. Deficiencies noted in any audit report must be fully cleared by Sub Grantee within thirty (30) days after Sub Grantee's receipt of notice of such deficiencies.

7. RETENTION of RECORDS. Sub Grantee shall retain program reports, financial records, supporting documents, statistical records and all other records pertinent to the Project for a period of three years from the date SRCAC submits the final financial report to OJJDP for the Grant. Records that are the subject of audit findings shall be retained for three years after such findings have been resolved or from the date SRCAC submits the final financial report to OJJDP for the Grant, whichever last occurs. Records for nonexpendable property acquired with funds under this Sub Grant shall be retained for three years after final disposition of such property.

8. LIABILITY. Sub Grantee shall indemnify and hold SRCAC/NCAC and their officers, agents and employees harmless against any and all liability imposed or claimed, including reasonable attorney's fees and other legal expenses, arising, directly or indirectly from any act or failure of Sub Grantee or Sub Grantee's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property or any cause of action of whatever nature, that may arise out of the performance of the Sub Grant.

9. ASSIGNMENTS. No part of this Sub Grant Agreement shall be contracted, assigned or delegated without the express written approval of SRCAC.

10. CONFIDENTIALITY. Reports, information and data given to or prepared or assembled by Sub Grantee under this Sub Grant shall be kept confidential and shall not be made available to any individual or organization without prior written approval by SRCAC.

11. RELATIONSHIP. The relationship created under this Sub Grant Agreement between SRCAC, including NCAC, and Sub Grantee is that of grantor and grantee, respectively, and in no way creates an employer/employee relationship between them, and any of Sub Grantee's employees or agents.

12. WORKERS COMPENSATION. Sub Grantee agrees to provide workers' compensation insurance, where applicable, for Sub Grantee's employees and agents and agrees to hold harmless and indemnify NCAC/SRCAC, their officers, agents and employees from any and all claims arising out of any injury, disability, or death of any of Sub Grantee's employees or agents.

13. STATE AND FEDERAL TAXES. As Sub Grantee is not NCAC's or SRCAC's employee, Sub Grantee is responsible for paying all applicable required taxes, including but not limited to United States state or federal taxes. In particular:

SRCAC will not withhold FICA (Social Security) from Sub Grantee's payments;

SRCAC will not make state or federal unemployment insurance contributions on Sub Grantee's behalf;

SRCAC will not withhold state or federal income tax from payment to Sub Grantee;

SRCAC will not make disability insurance contributions on behalf of Sub Grantee;

SRCAC will not obtain worker's compensation insurance on behalf of Sub Grantee.

14. PROHIBITION OF TERRORISM FINANCING. Sub Grantee warrants and agrees that it shall comply with all United States laws and Executive Orders prohibiting transactions with and/or the provision of support and resources to individuals and organizations associated with terrorism. The Sub Grantee further warrants that Sub Grantee, its employees and agents shall abstain from any such activities.

15. GOVERNING LAW. This Sub Grant shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America.

16. DISPUTES. The Parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Sub Grant. If the Parties are unable to resolve a dispute, and at the written request of a Party, each Party shall appoint, within seven (7) days of receipt of the written request, a knowledgeable representative with decision-making authority for the matter in dispute. The representatives shall meet within fourteen (14) days of receipt of the written request and shall negotiate in good faith to resolve the dispute. Neither Party nor their representatives may choose OJJDP or any OJJDP personnel or contracted staff to be a representative in any dispute related to this Agreement.

If the representatives are unable to resolve the dispute within thirty (30) days of receipt of the written request, either Party may demand that the matter be resolved by arbitration under the rules of the American Arbitration Association, before a panel of three arbiters, with each Party to select one

arbiter and the two arbiters to mutually select the third. Any such arbitration shall take place in Huntsville, Alabama, USA. Neither Party nor their arbiters may choose OJJDP or any OJJDP personnel or contracted staff to be an arbiter in any dispute related to this Agreement.

The panel's decision or award shall be final and fully obligatory for both Parties, and enforceable and subject to an entry of judgment by a court of competent jurisdiction. Each Party hereby agrees to subject itself to the personal jurisdiction, and specifically waives any objection it may have to such personal jurisdiction, of the federal or state courts sitting in Huntsville, Alabama, USA, as the venue in which the arbitration is conducted, for the enforcement of any arbitration award. The Party losing the arbitration shall reimburse the Party who prevailed for expenses and reasonable attorneys' fees, in the amount that is determined by the panel.

17. PARTIAL INVALIDITY. If any provision in this Sub Grant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Article II: Programmatic Provisions

18. PROJECT COMPLIANCE. The Sub Grantee shall comply with the Concept Narrative contained in Attachment A. The Sub Grantee shall track the use of equipment using a data collection form (provided by, or adapted from, the SRCAC) and monitor the performance of the Project. The Sub Grantee shall allow SRCAC or its agents access to case records (in accordance with laws and policies regarding confidentiality) and ensure that practitioners will be available for interviews with SRCAC evaluators. The Sub Grantee shall meet with SRCAC and other appropriate persons upon SRCAC's request to discuss Project activities.

19. TRAINING FOR PROJECT STAFF. Training shall include provisions for at least one Project Staff to attend the National Symposium on Child Abuse in Huntsville, Alabama, March 28-31, 2011. Sub Grantee will receive a registration scholarship, and be reimbursed for up to \$500 in travel and per diem, for one project staff person. Sub Grantee agrees to comply with federal per diem requirements and rates for Huntsville, Alabama.

20. PROGRAMMATIC REPORTING.

A. Quarterly Program Reports. The Sub Grantee shall submit a Progress Report to the Program Manager within thirty (30) days of each calendar quarter following the execution of this Sub Grant Agreement (see Attachment C for reporting schedule). If the state is the unit of government and will be distributing to small jurisdictions, the state office maintains responsibility for submitting all reports. Failure to submit the report may result in loss of access to grant funds. More frequent submission may be required by the Sub Grantee as a condition of continued participation in the program.

B. Final Report. Within thirty (30) days following the end of the project period a final report, to include activities for the month of July, 2011, and final financial and Program progress information, must be submitted by the Sub Grantee. If the state is the unit of government and will be distributing to small jurisdictions, the state office maintains responsibility for submitting all reports. A standardized final report form will be provided to Sub Grantee prior to the submission deadline.

Article III: Financial Provisions

21. BUDGET. Budget variances over ten percent (10%) per budget category must be pre-approved in writing by the SRCAC.

22. DISBURSEMENT OF FUNDS (Budgets). SRCAC shall disburse payments to the Sub Grantee as soon as possible, but no later than thirty (30) days after the Program Manager has received a proper invoice from the Sub Grantee. The Sub Grantee understands that no funds will be provided without approval by the SRCAC.

The total of all funds disbursed to the Sub Grantee to reimburse allowable costs under this Sub Grant Agreement shall not exceed the amount specified in Article I, Section 2 of this Sub Grant Agreement and described in Attachment B.

Any unspent funds at the end of the Sub Grant period shall be retained by SRCAC.

23. FINANCIAL REPORTING. The Sub Grantee shall submit a Quarterly Financial Report to the Program Manager within thirty (30) days following the end of three months from the award date and every three months thereafter. If the state is the unit of government and will be distributing to small jurisdictions, the state office maintains responsibility for submitting all reports. Failure to submit the report may result in loss of access to grant funds. More frequent submission may be required by Sub Grantee as a condition of continued participation in the program.

24. FINAL REPORT. Compliance with the Final Report specified in Section 22(B) of this Sub Grant shall constitute compliance with submittal of a Final Financial Report.

25. FAILURE TO MEET MATCH REQUIREMENT. The failure by Sub Grantee to meet the cash or in-kind match requirement of **\$10500** will result in the need by Sub Grantee to refund a pro-rated portion of the sub award costs that have been paid.

26. FINANCIAL RECORDS. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks shall be signed by a legally authorized agent(s) of Sub Grantee. All accounting records including supporting documents pertaining in whole or in part to this Sub Grant shall be readily accessible and shall be maintained in accordance with Section 7 of this Sub Grant (Retention of Records).

27. PROCUREMENT GUIDELINES. Only items identical to or similar to those listed in the Project or Budget shall be purchased. Any deviation from those items must be pre-approved in writing by SRCAC.

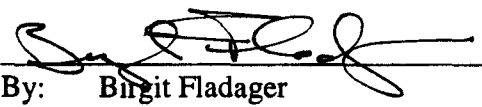
28. ALLOWABILITY OF COSTS. If payments by SRCAC to Sub Grantee include payment for costs subsequently disallowed by SRCAC or by an authorized agent of OJJDP, Sub Grantee shall repay on demand the amount of any such disallowed costs, subject to Sub Grantee's right to defend orally or in writing the allowability of any such costs to SRCAC or OJJDP.

If any portion of this Agreement is paid with any federal funds Sub Grantee shall comply with the cost principles set out in OMB Circular A-122, under which costs for entertainment and alcohol are specifically not allowed.

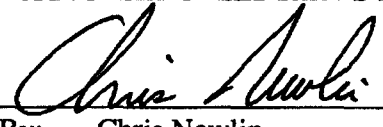
29. ENTIRE AGREEMENT. This instrument and attachments contain the entire agreement and understanding of the Parties hereto. They may not be changed orally but only by agreement in writing with the mutual consent of both Parties. Consent to any change in the Agreement may be given on behalf of the SRCAC only by its Executive Director, Project Director, or Chief Financial Officer. There is no other contemporaneous understanding or agreement, oral or written, between the Parties on said subject matter, and neither Party shall be bound by any statement or representation not contained or incorporated herein.

IN WITNESS WHEREOF, SRCAC and the Sub Grantee, by their representatives duly authorized, have executed this Sub Grant Agreement.

County of Stanislaus, District Attorney

 Date: 1-14-11
By: Birgit Fladager
Title: District Attorney

NATIONAL CHILDREN'S ADVOCACY CENTER

 Date: November 23, 2010
By: Chris Newlin
Title: Executive Director

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