



Capt. Jenna Morrison  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
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 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

February 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Grant Agreement No. JR-17-003 between Clackamas County Community Corrections and Sub-Recipient Clackamas Indigent Defense Corporation for Pretrial and Early Resolution Docket

<b>Purpose/Outcome</b>	This Agreement will provide funding through Justice Reinvestment for client-focused legal representation.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement value is \$150,000.
<b>Funding Source</b>	State of Oregon Criminal Justice Commission.
<b>Duration</b>	Effective upon full execution and terminates December 31, 2019.
<b>Previous Board Action/Review</b>	No prior action.
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Community Corrections has received Justice Reinvestment funds to further the Criminal Justice Commission’s goal of reducing prison population, avert future prison construction, reduce recidivism and increase public safety. We are working with the Court, District Attorney’s Office, and Defense Counsel in the development of an Early Resolution Docket and Pretrial Program. The major goals of these programs are to reduce forced releases, maximize appropriate releases, maximize Court appearances, maximize public safety, and to provide accountability to pretrial releases. These coordinated programs are important components for developing case resolution options that divert offenders from prison and maintain public safety. This agreement is to help fund client-focused, high quality legal defense for each unrepresented client.

This grant was awarded in December 2017 with funds received in January 2018. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2017 and ending on December 31, 2019.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-17-003 between Clackamas County and Clackamas Indigent Defense Corporation.

Respectfully submitted,

Capt. Malcolm McDonald  
Director, Community Corrections

**CLACKAMAS COUNTY, OREGON**  
**LOCAL SUBRECIPIENT GRANT AGREEMENT JR-17-003-05**

Program Name: *Clackamas Indigent Defense Corporation*  
 Program/Project Number: **06222-05**

This Agreement is between Clackamas County, Oregon, acting by and through its  
 Department of Community Corrections  
 and Clackamas Indigent Defense Corporation, an Oregon Non-profit Organization.

**COUNTY Data**

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

**SUBRECIPIENT Data**

Finance/Fiscal Representative: <i>Bruce Tarbox</i>	Program Representative: <i>Bruce Tarbox</i>
Clackamas Indigent Defense Corporation 707 Main Street, Suite 401 Oregon City, OR 97045 503-557-1104 brucetarbox@me.com	Clackamas Indigent Defense Corporation 707 Main Street, Suite 401 Oregon City, OR 97045 503-557-1104 brucetarbox@me.com
FEIN: 93-0895133	

**RECITALS**

1. Clackamas County has a goal to reduce the prison population and avert future prison construction, reduce recidivism through evidence-based practices and data-driven research, increase public safety through collaboration, and increase offender accountability. Community Corrections, the Jail, the Court, the District Attorney's Office, and members of the Defense Counsel, are working together to achieve that goal by developing an Early Resolution Docket and Pretrial Program. The major goals of these programs are to reduce forced releases, maximize appropriate releases, maximize Court appearances, maximize public safety, and to provide accountability to pretrial releases. Other goals include ensuring that highest risk offenders either remain in custody or receive custodial interventions. The structure and coordinated services developed through a pretrial program are important components for developing case resolution options that divert offenders from prison and maintain public safety.
2. Community Corrections has received funds for defense counsel from the Criminal Justice Commission, Justice Reinvestment Grant.
3. Clackamas Indigent Defense Corporation ("SUBRECIPIENT") is a State contracted consortium of independent lawyers dedicated to the common goal of providing high quality defense for the accused in Clackamas County, Oregon. SUBRECIPIENT's attorneys regularly appear in Clackamas County and have strong working relationships with the local Bench and District

Attorney's Office. SUBRECIPIENT will address COUNTY's goals under this project by ensuring that a defense attorney is present at arraignments for pretrial and early resolution purposes.

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

#### 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 **January 1, 2019** and not later than **December 31, 2019**, 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.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program 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 in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the state of Oregon's Justice Reinvestment Program.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-17-003** issued to the COUNTY by the State of Oregon, Criminal Justice Commission ("CJC"). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$150,000**.
5. **Disbursements.** Per the written instructions of CJC, disbursements will be made in a single lump sum after receiving an invoice from SUBRECIPIENT.
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 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, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow 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 and expenses generated under this Agreement 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 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 without the prior written approval of the COUNTY. At no time may budget modifications change 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 COUNTY's grant award #JR-17-003.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. All reports to COUNTY must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
  - h) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
  - i) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Criminal Justice Commission, the State of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such 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, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
  - j) **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 (December 31, 2019), 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.

- k) **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, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, 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](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 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) 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 the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), and all applicable provisions of the Oregon Public Contracting Code and rules, which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) 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 \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 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. Intergovernmental agreements are excluded from this provision.
- d) 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. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals 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.
- e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

### 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.** 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 for bodily injury and property damage.
  - 3) **Professional Liability.** SUBRECIPIENT shall obtain and furnish 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 and an annual aggregate of not less than \$4,000,000 for the protection of 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) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000 each accident.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability and Workers' Compensation, shall include "Clackamas County, its agents, officers, and employees and the State of Oregon, CJC, and their officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **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.
  - 8) **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. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **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.
  - 10) **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.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards 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 COUNTY.

- d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind 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 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

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

CLACKAMAS COUNTY, OREGON

CLACKAMAS INDIGENT DEFENSE CORPORATION

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

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Chair or Designee

By: Bruce Tarbox  
Bruce Tarbox, Administrator


Dated: \_\_\_\_\_

Dated: 31 December 2018

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By:  \_\_\_\_\_  
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting

## EXHIBIT A

### STATEMENT OF PROGRAM OBJECTIVES

#### GOAL

SUBRECIPIENT's goal is to deliver client-focused legal representation on pre-trial release matters at in-custody arraignments and on the Early Resolution Docket. Representation shall be in accordance with Oregon Public Defense Services *Best Practices for Oregon Public Defense Providers*. The paramount purpose is to provide zealous, high quality representation for each client.

#### OBJECTIVES

1. Review all Pre-Trial Release Office Reports in advance of in-custody arraignments and provide effective representation (in compliance with State and Federal Constitutional standards) to all clients at in-custody arraignment to include zealous advocacy in support of pre-trial release.
2. Provide timely and effective representation to client's on the Early Resolution Docket.
3. Provide administrative support to CIDC attorneys through attendance at Pre-Trial Release Committee meetings, training of attorneys and staff thru Continuing Legal Education regarding Pre-Trial Release and Early Resolution Docket standards and practices, staffing and monitoring the arraignment and Early Resolution Dockets.

#### ACTIVITIES

1. SUBRECIPIENT will staff all Pre-Trial Release Committee meetings with an administrator and communicate with all stakeholders.
2. SUBRECIPIENT will screen assign all Pre-Trial Release and Early Resolution Docket matters, assign them to a SUBRECIPIENT member attorney, and provide administrative oversight.
3. SUBRECIPIENT will provide relevant Continuing Legal Education to CIDC member attorneys and staff regarding Pre-Trial Release and Early Resolution Docket standards and practices.
4. SUBRECIPIENT will provide legal representation to all unrepresented clients on the Early Resolution Docket.
5. SUBRECIPIENT will provide legal representation to all unrepresented clients on the in-custody arraignment docket regarding pre-trial release.

**EXHIBIT B  
 PROGRAM BUDGET**

<b>Personnel</b>	
Defense Attorney – Early Resolution 20 hrs/wk @ \$2,200 per week	\$ 114,400.00
Pretrial Release 7.5 hrs/wk @ \$300 per week	15,600.00
<b>Total Personnel Services</b>	\$ 130,000.00
<b>Administration</b>	
Administrative activities: pretrial release committee meetings, educational and advisory services to attorneys, processing and tracking of CIDC paperwork. \$385/week	\$ 20,000.00
<b>Total Programmatic Costs</b>	\$ 150,000.00
<b>Total Grant Costs</b>	\$ 150,000.00

**EXHIBIT C**  
**PERFORMANCE REPORTING**

**PERFORMANCE REPORTING SCHEDULE**

SUBRECIPIENT shall submit **quarterly** performance reporting as follows:

April 15, 2019  
July 15, 2019  
October 15, 2019  
January 15, 2020

**PERFORMANCE REPORTING REQUIREMENTS**

SUBRECIPIENT will collect data to inform service delivery, performance measures and ensure project compliance. Reports to include number of Early Resolution Docket and Pretrial Release clients served, Defense Attorney hours billed, and Administrative activities performed.