



CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff

Lee Eby, Undersheriff

Brad O'Neil, Undersheriff

April 15, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Application to the Oregon Criminal Justice Commission for Justice Reinvestment Program funding for probation and parole services. Anticipated Grant Value is \$4,332,240 for 2 years. Funding is through the Oregon Criminal Justice Commission. No County General Funds are involved.

Previous Board Action/Review	Previous FY23-25 JRP agreement signed by the Board of County Commissioner's (BCC) on May 15, 2023. This request is for a new FY 25-27 agreement.		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	No	Procurement Review	No
Contact Person	Patrick Williams	Contact Phone	503-785-5012

EXECUTIVE SUMMARY: CCSO is also requesting a letter of support from the BCC, which is required to be submitted with the application.

The purpose of the Justice Reinvestment Program (JRP) is to provide funding for counties to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs designed to reduce recidivism and state prison usage, while protecting public safety and holding individuals accountable. There will be two methodologies to determine funding; competitive and formula based.

RECOMMENDATION: Staff recommends approval of this request and the issuance of a letter of support that the Chair of the Board of County Commissioners, or their designee, sign on behalf of the County.

Respectfully submitted,

Sheriff Angela Brandenburg

For Filing Use Only

A Tradition of Service Since 1845

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

2. *Who, if any, are the community partners who might be better suited to perform this work?*

3. *What are the objectives of this funding opportunity? How will we meet these objectives?*

4. *Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?*

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?*

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

3. *If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

4. *If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.


Program Approval:

		<i>Chris Chandler</i>
Name (Typed/Printed)	Date	Signature


** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN

Section IV: Approvals


DIVISION DIRECTOR (or designee, if applicable)

Undersheriff Lee Eby	03/18/2025	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Sheriff Angela Brandenburg	03/18/2025	
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION

Elizabeth Comfort	03.19.2025	
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)

Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: _____ Date: _____

OR

Policy Session Date: _____

County Administration Attestation

County Administration: re-route to department at _____ and _____ Grants Manager at financegrants@clackamas.us when fully approved.

Department: keep original with your grant file.

2025-2027 Grant Solicitation: Justice Reinvestment Program

Preliminary Application Due Date: April 18, 2025

Final Application Due Date: July 16, 2025

Purpose:

The Justice Reinvestment Program (JRP) funds initiatives that assess individuals and provide a continuum of community-based sanctions, services, and programs to reduce recidivism and state prison usage, while maintaining public safety and accountability. The JRP consists of two grant types: the Formula Grant and the Competitive Grant. The JRP is part of Oregon's Justice Reinvestment Initiative, a proactive approach to effectively spend resources in the state's criminal justice system. Under the justice reinvestment model, prison growth is limited, and a portion of the avoided operational prison costs are reinvested in the state's local public safety systems.

Eligible Applicants:

Eligible applicants are Oregon county governments through their Local Public Safety Coordinating Council (LPSCC).

An applicant may submit a multi-county application on behalf of a consortium of government and non-government partners to design and implement a strategy furthering the goals of the region's Justice Reinvestment efforts. For regional applications, one county must serve as the main applicant responsible for grant administration and managing sub-agreements.

To be considered for JRP funding, applicants must:

- Establish a process to assess populations served;
- Serve individuals charged with or convicted of property, drug, or driving/DUII offenses;
- Consider and accept short-term transitional leave candidates as appropriate;
- Provide assistance to clients enrolling in the Oregon Health Plan; and
- Work to imbed equity throughout the county's criminal justice system.

Program Goals and Priorities:

The goals of the JRP are:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable and
- Decreasing prison utilization for property, drug, and driving/DUII offenses while protecting public safety and holding individuals accountable.

Formula and Competitive Grants:

The JRP has two principal grants—a Formula Grant and a Competitive Grant—that are complimentary yet operate differently. Applicants seeking Formula Grant funding are not required to seek Competitive Grant funding. Grant application review criteria applicable to both grants is further defined in [OAR 213-060-0060](#).

2025-2027 Grant Solicitation: Justice Reinvestment Program

The Formula Grant is distributed to qualifying applicants based on a formula determined by state law. The following requirements apply:

- Funds awarded must be used to support approved community-based programs as defined in [OAR 213-060-0030](#).
- No less than 10 percent of funds awarded must be distributed to community-based nonprofit organizations that provide services to victims of crime.
- Three percent of awarded funds must be allocated to program evaluation. Applicants may either retain these funds for local evaluations or remit them to the Criminal Justice Commission (CJC) for larger-scale evaluation efforts.

The Competitive Grant is a complementary grant specifically supporting downward departure prison diversion programs. The following requirements apply:

- Counties must opt-in during the Preliminary Application phase to be considered eligible to apply for Competitive Grant funding in the Final Application phase.
- Funds awarded must be used to support key personnel that increase local capacity to engage in a downward departure prison diversion program.
- No less than 10 percent of funds awarded must be distributed to community-based nonprofit organizations that provide services to victims of crime.
- Funding reduction strategies will be based on priorities set and released by the Commission prior to opening the Final Application phase.

Availability and Duration of Funding:

This is a one-time solicitation offering financial support for the grant period beginning July 1, 2025, and ending August 31, 2027. Grant recipients may allocate awarded funding toward allowable expenses incurred at any point during the grant period.

Available funding will be determined at the conclusion of the 2025 Regular Session of the Oregon Legislative Assembly. Once determined, CJC will post the funding allocations on the [JRP website](#).

Application Timeline:

March 5, 2025	Grant solicitation released; Preliminary Application opened
April 18, 2025 at 1 pm	Preliminary Application due; counties must opt-in to the Competitive Grant at this stage to be eligible to apply
May 2025	Grant Review Committee evaluates Preliminary Application
Early June 2025	Feedback provided to applicants; Final Application opened
July 16, 2025 at 1pm	Final Application due
August 2025	Grant Review Committee develops funding recommendations
September 2025	Commission makes final award decisions

2025-2027 Grant Solicitation: Justice Reinvestment Program

Application Requirements:

1. Applicants must review the CJC Grant Administration Guide for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
2. Applications must be submitted by the Local Public Safety Coordinating Council (LPSCC) with the approval of the county governing body and the presiding judge of the local circuit court.
3. Applicants must complete both the Preliminary Application and Final Application on the due dates provided, along with the corresponding materials listed below.

Preliminary Applications must include the following:

- a. Responses to all Preliminary Application questions (the list of questions is attached to this document);
- b. A letter of support from the County Governing Body and LPSCC; and
- c. A statement of commitment to the goals of the program from the District Attorney, Presiding Judge, Director of Community Corrections, and any relevant stakeholders.

Final Applications must include the following:

- a. Any changes to the Preliminary Application and/or letters of support and commitment;
 - b. Responses to all Victim Services application questions (scheduled for release in June 2025); and
 - c. Separate budget projection sheets with all tabs completed for the Formula Grant and corresponding Victim Services request (projection sheets are available on the [JRP website](#)).
4. Applications for optional Competitive Grant and/or Evaluation funding are due at the same time as the Final Application and must include:
 - a. Responses to all application questions specific to the funding requested (scheduled for release in June 2025) and
 - b. A budget projection sheet(s) specific to each optional funding request with all tabs completed.
 5. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

How to Apply:

Applications must be submitted online through CJC's grant management system: <https://cjc-grants.smapply.io>.

2025 – 2027 JRP Preliminary Application Questions

Cover Sheet:

County

Local Public Safety Coordinating Council (LPSCC) Chair Contact

[fill in]

Name:

Preferred Title (e.g. Sheriff, Judge)

Email:

Phone:

Primary Applicant Contact

[fill in]

Name:

Organization:

Title:

Street Address:

City:

Zip Code:

Email:

Phone:

Consultation of Data Dashboards:

Prison Use Dashboard – [Prison Use Dashboard](#)

1. Has your county's prison usage increased over the past 12 months or exceeded your historic baseline? If yes, please identify local factors contributing to this trend. [150-word limit]
 - Example: “Our county's prison usage increased by 12% in the past year. Contributing factors include:
 - A 20% rise in methamphetamine-related arrests due to limited access to treatment options.

- Increased probation violations stemming from a reduction in probation officer staffing.
- A backlog in court processing has led to longer pretrial detention periods. To address these challenges, we are implementing a pretrial diversion program and exploring partnerships with local treatment providers to mitigate substance use issues.”

Recidivism Dashboard – [Recidivism Dashboard](#)

2. Has three-year incarceration recidivism increased in your county in the latest data year or since 2013? If yes, please explain local factors contributing to this trend. *[150-word limit]*
 - Example: “Three-year incarceration recidivism increased by 8% last year. Factors include:
 - Limited access to affordable housing, leading to instability for individuals post-release.
 - Reductions in parole staff, resulting in decreased supervision and case management.
 - A lack of funding for vocational training programs. In response, we are collaborating with local housing organizations to secure transitional housing and expanding partnerships with community colleges to offer job skills training tailored to reentry populations.”

Racial Disparity Tool – [Racial Disparity Tool \(Sentencing\)](#)

3. How does your Justice Reinvestment-funded programming address racial disparities or other disparities in historically underserved communities? *[150-word limit]*
 - Example: “The program addresses racial disparities by partnering with culturally specific organizations that serve Black and Indigenous populations. Initiatives include:
 - Peer mentorship programs led by individuals from the community.
 - Legal aid clinics focusing on expungement services for populations disproportionately affected by convictions.
 - Community feedback sessions to ensure programming aligns with cultural and linguistic needs.”

Proposed Grant Program One:

[Repeated for programs two – nine, if applicable. Questions to be completed when applicable or required.]

1. Program Name: *[two-line limit]*
2. Was this program a part of your county's Justice Reinvestment-funded programming in 2023-2025? *[select one]*
 - Yes
 - No
3. What type of program is this? *[select one]*
 - Pretrial
 - Downward Departure
 - Work Crew
 - Education Support
 - Treatment Court
 - Peer Mentoring
 - Mental Health Treatment
 - Drug and Alcohol Treatment
 - Housing
 - Restorative Justice
 - Reentry
 - Informed Sentencing Process
 - Not listed (please specify below) *[two-line limit]*
4. Provide a summary of the program's purpose and key activities. *[200-word limit]*
 - Example: "The Mental Health Diversion Program diverts individuals with mental health disorders away from incarceration and into treatment. Participants receive comprehensive case management, psychiatric care, and wraparound support. The program's goal is to reduce recidivism and address untreated mental health conditions contributing to criminal behavior."
5. Which of the goals of the Justice Reinvestment Program does this program meet? *[select all that apply]*
 - Reduce prison usage while protecting public safety and holding individuals accountable
 - If it reduces prison usage, briefly describe how below.

- Example: “Reduce prison usage by diverting eligible individuals into mental health treatment, the program prevents incarceration for non-violent offenses and reduces reliance on prison beds.” *[100-word limit]*
 - Reduce recidivism while protecting public safety and holding individuals accountable
 - If it reduces recidivism, briefly describe how below.
 - Example: “The program provides evidence-based mental health treatment and continuous support, reducing the likelihood of reoffending by addressing the root causes of participants' behavior.” *[100-word limit]*
- 6. Target Population:** Identify the target population(s) this program serves, including underserved groups as defined in HB 3064 (2019) (e.g., racial and ethnic minorities, women, LGBTQIA+ individuals).
- 7. Gender Identity** *[select all that apply]*
 - Men
 - Women
 - Non-binary Individuals
 - Not listed (please specify below) *[two-line limit]*
- 8. Race/Ethnicity** (if it is a general eligibility program, select “all”) *[select all that apply]*
 - Black or African American
 - Asian or Pacific Islander
 - Latino/a/e or Hispanic
 - Native American or Alaska Native
 - Middle Eastern or North African
 - All
- 9. Other Historically Underserved Communities** *[select all that apply]*
 - LGBTQIA+
 - Not listed (please specify below) *[two-line limit]*
- 10. What risk level(s) does your program serve?**
 - High
 - Medium
 - Low

[If medium and low are selected or if high and low are selected, show following question]

Does your program mix risk levels (e.g., high, medium, and low)? [select one]

- Yes
- No

11. Which crime types does this program serve? *[select all that apply]*

- Driving Offenses (generally ORS chapters 811, 813)
- Property Offenses (generally ORS chapters 164, 165)
- Drug Offenses (generally ORS chapters 471, 475)
- Other (please indicate ORS numbers) *[100-word limit]*
- There are exceptions to the crime type(s) selected above *[100-word limit]*

12. Which, if any, assessments do this program use? *[select all that apply]*

- PSC
- LS/CMI
- URICA
- TCUDS
- ASUS
- WRNA
- VPRAI
- TCU CTU
- Other, please specify below *[100-word limit]*

13. Briefly describe how the above assessments are used in your program.

Example: "The PSC is used as an initial triaging tool to determine if a candidate for our downward departure program will receive a more detailed assessment (WRNA or LS/CMI) later." [100-word limit]

14. Has this program received a Corrections Program Checklist or the George Mason University Risk-Need-Responsivity Evaluation in the last 10 years? *[select one]*

- Yes
 - If yes, when was the most recent review conducted? *[two-line limit]*
 - If yes, briefly describe the outcome of the most recent review and any steps taken to address the findings of the assessment. *[100-word limit]*
- No

15. How does your program meet the legal definition of culturally responsive services as defined in SB 1510 (2022)?

(“Culturally responsive service” means a service that is respectful of, and relevant to, the beliefs, practices, cultures and linguistic needs of diverse consumer or client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. A culturally responsive service has the capacity to respond to the issues of diverse communities and require knowledge and capacity at systemic, organizational, professional and individual levels of intervention.)

Provide specific examples of how your program addresses the cultural or linguistic needs of historically underserved communities. Include how staff are trained, services are tailored, and systemic or organizational efforts are made to ensure responsiveness.

- Example: “Our program partners with culturally specific organizations to deliver trauma-informed peer mentorship for Indigenous participants. Staff receive annual training on culturally responsive practices, and program materials are translated into the primary languages of the populations we serve.” [150-word limit]

Eligibility Requirements:

1. Does the county consider and accept short-term transitional leave candidates as appropriate? [select one]
 - Yes
 - No
2. Do the county or its partners assist clients with Oregon Health Plan enrollment? [select one]
 - Yes
 - No

Planning and Implementation:

1. Describe the partnerships that will support your county's efforts to achieve Justice Reinvestment goals. [150-word limit]
 - Example: “The county collaborates with local victim service providers, housing agencies, and mental health organizations to provide comprehensive support to program participants.”

2. How does your county incorporate input from historically underserved communities and community partners in the design, implementation, and review of Justice Reinvestment programs? *[150-word limit]*

Describe specific strategies or methods for collecting input and how this feedback influences program decisions.

- Example: “We hold quarterly advisory board meetings with representatives from Black, Hispanic, and LGBTQIA+ communities to review program data and discuss areas for improvement. Feedback from these meetings informed the creation of a reentry housing program tailored to the needs of formerly incarcerated LGBTQIA+ individuals.”

3. How will the county select which community-based victim service providers will be awarded funds? Will the county run a competitive process? *[select one]*

Note: You can find a list of community-based service providers on the CJC website [here](#).

Yes

- If the county will run a competitive process, please briefly describe it. *[100-word limit]*

No

- If the county will not run a competitive process, please explain why. (*i.e., “there is only one provider in my county”*). *[100-word limit]*

Evaluation Plan:

4. How will your county meet the evaluation requirement for this proposal? *[select one]*

Note: The application for the Evaluation Plan is scheduled for release in June.

Remit 3% of awarded funds to the CJC’s statewide evaluation budget.

Retain 3% of awarded funds to a locally administered research study.

5. What is your suggested research topic for the CJC to study? (Optional) *[150-word limit]*

2025–2027 Competitive Grant:

House Bill 3078 (2017) established a competitive grant to support downward departure prison diversion programs. Funding details for this grant will be announced once the legislature has finalized appropriations.

At this stage, we only need to know if your county will apply for the grant.

Note: The application for the Competitive Grant is scheduled for release in June.

6. Would you like to “opt-in” for the Competitive Grant? *[select one]*

- Opt-in: Opting in means you intend to apply and be considered for funding.
- Opt-out: Opting out means you do not intend to apply and will not be considered.

Letters of Support:

As required by OAR 213-060-0050(2), the application must be submitted by the Local Public Safety Coordinating Council (LPSCC) and include proof of approval by the county governing body. Please include the letter in support of the grant from the LPSCC and county governing body here.

- County Governing Body (Board of Commissioners or County Court)
- County Local Public Safety Coordinating Council
- Additional Letters of Support (optional)

Statements of Commitment:

Pursuant to OAR 213-060-0050 and HB 3064 (2019) §1(4)(b), the district attorney, presiding judge, community corrections director, and any relevant stakeholders of the service or program for which the county is requesting funding must include a statement of commitment to:

- Reduce recidivism while protecting public safety and holding offenders accountable
- Decrease the county's utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.

The CJC has developed example statements of commitment that may be helpful as the key stakeholders write their own statements of commitment:

oregon.gov/cjc/jri/Documents/JRI_Statements_of_Commitment.pdf

- District Attorney Statement of Commitment
- Presiding Judge Statement of Commitment
- Director of Community Corrections Statements of Commitment

Additional Statements of Commitment (optional)

JRP-27-XX GRANT AGREEMENT
CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT PROGRAM

Agreement Number: JRP-27-XX

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission (“CJC” or “State”), and **Grantee Name** (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Contact Information, Project Description and Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$XXX,XXX,XXX

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

CJC’s obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. **Disbursement.** Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$XXX,XXX by September 30, 2025;
- (2) \$XXX,XXX by March 31, 2026;
- (3) \$XXX,XXX by September 30, 2026; and
- (4) \$XXX,XXX by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC’s determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Justice Reinvestment programs (the “Project”). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning July 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement’s terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Recipient must return to CJC any Grant funds not expended by the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients (“Subagreements”) for implementation of portions of the Project. Recipient shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity: insurance.

Each Recipient Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party’s officers, agents, employees or contractors (“Claims”). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State’s interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Recipient shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111 (“subrecipient”), to obtain and maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Recipient shall require each subrecipient to, upon request, provide to CJC Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes

Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(3) Procurements.

- i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.
- ii. 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. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Recipient. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.
- iii. Recipient shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

- A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC's obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC's demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by

Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.

- (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

A. Contribution.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Recipient relating to this Agreement or the Project and with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.
- (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.
- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law,

including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property,

then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC’s obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

GRANTEE NAME

By: _____
Ken Sanchagrin, Executive Director

By: _____

Date: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated **DATE**

Nina Englander, Senior Assistant Attorney General

EXHIBIT A:
CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:

CJC

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Lindsey Cullins

Telephone: 503-302-1990

Email: lindsey.cullins@cjcc.oregon.gov

Recipient

Grantee Name

Mailing Address

City State Zip

Contact: Name

Telephone: Number

Email: Email

Project Description:

The Justice Reinvestment Program supports Oregon counties in fulfilling the requirements of House Bill 3194 (2013), specifically to plan, implement, and expand initiatives that establish a process to assess individuals and provide a continuum of community-based sanctions, services, and programs.

The goals of CJC's Justice Reinvestment Program include:

- Reducing recidivism through evidence-based practices while protecting public safety and holding individuals accountable; and
- Decreasing prison utilization for property, drug, and driving offenses while protecting public safety and holding individuals accountable.

This Grant requires the Recipient to:

- Base implementation of its Project on existing research and evidence-based practices for reducing recidivism; and
- Distribute no less than 10 percent of Grant funds awarded to community-based nonprofit organizations that provide services to victims of crime, with priority given to culturally specific organizations and culturally responsive services.

Recipient shall use Grant funds to support the following program(s), to work toward the goals stated above. **INSERT FROM SCOPES OF WORK**

Project Period:

Start Date: July 1, 2025

End Date: August 31, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly progress reports beginning January 25, 2026, occurring every three months thereafter, and ending on October 1, 2027, until the earlier of 30 days after Grant funds are fully expended or 30 days after the Completion Date.

Recipient must submit to CJC semi-annual reports on January 25, and July 25 of each year of the Project Period.

Recipient must submit to CJC annual victim services reports on July 25 of each year of the Project Period.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Progress reports must be submitted through CJC's grant administration system and contain all the requested data.

1. CJC Quarterly Report (<https://cjc-grants.smapply.io>)
 - a. Grant Funds spend during the prior calendar quarter, with brief description; and
 - b. Any quarterly information on the Project as CJC may reasonably request. Any other Project information as CJC may reasonably request.

2. CJC Semi Annual Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in meeting the Project's objectives during the six-month period preceding the report date, and remedial actions necessary if those objectives have not been met in any respect.

3. CJC Annual Victim Services Report (<https://cjc-grants.smapply.io>)
 - a. In a narrative fashion, Recipient's progress in providing services to victims of crime during the twelve-month period preceding the report date.