



**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

Capt. Malcolm McDonald  
 Director

March 31, 2022

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Subrecipient Agreement JR-23-003-02 between Clackamas County Community Corrections (CCCC) and Clackamas Women’s Services (CWS) for Community-Based Victim Services

<b>Purpose/Outcomes</b>	Approval of this subrecipient agreement will provide funding through Justice Reinvestment for community-based victim services programs.
<b>Dollar Amount and Fiscal Impact</b>	\$111,623.46 – No County General Funds are involved.
<b>Funding Source(s)</b>	Justice Reinvestment Grant funded by the State of Oregon Criminal Justice Commission (CJC)
<b>Duration</b>	Upon Execution – December 31, 2023
<b>Previous Board Action</b>	No Previous Board Action
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Ensure safe, healthy and secure communities</li> <li>2. Build public trust through good government</li> </ol>
<b>Counsel Review</b>	Andrew Naylor – March 16, 2022
<b>Contact Person</b>	Malcolm McDonald, CCCC Director (503) 655-8717
<b>Contract Number</b>	TBD

**BACKGROUND:** Justice Reinvestment dedicates 10% for victim services programs. Clackamas Women’s Services will use this funding to support a .80 FTE mobile Latinx Advocate position. The Advocate will provide culturally specific victim services for the Latinx population, with specialization in polyvictimization. Polyvictimization is the collective impact of trauma and victimization on an individual. The position is housed at the Family Justice Center and will provide mobile services to meet the unique needs including understanding the collective experience of (or exposure to) multiple types of violence that may have occurred in different settings and involved different factors, perpetrators and points in one’s lifespan.

This grant was awarded in December with funds received in January. The Agreement specifies that the funds will be available for eligible costs beginning on the Project Start date of July 1, 2021 and ending on December 31, 2023.

**RECOMMENDATION:** CCCC respectfully requests that the Board of County Commissioners approve this Grant Agreement JR-23-003-02 between Clackamas County and Clackamas Women’s Services to provide community-based victim services programs, and authorizes Commissioner Tootie Smith, Chair, to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Captain Malcolm McDonald  
 Director, Community Corrections

**CLACKAMAS COUNTY, OREGON  
LOCAL SUBRECIPIENT GRANT AGREEMENT JR-23-003**

Program Name: **Justice Reinvestment Victim's 10% -Clackamas Women's Services**  
 Program/Project Number: 220219204-01

This Agreement is between **Clackamas County, Oregon**, acting by and through its  
 Community Corrections (COUNTY) and **Clackamas Women's Services** (SUBRECIPIENT), an Oregon Non-profit  
 Organization.

**COUNTY Data**

Grant Accountant: <b>Judy Anderson-Smith</b>	Program Manager: <b>Judy Anderson-Smith</b>
Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 AndersonSmith@clackamas.us	Clackamas County Community Corrections 1024 Main Street Oregon City, OR 97045 503-655-8780 AndersonSmith@clackamas.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: <b>Carla Batcheller</b>	Program Representative: <b>Melissa Erlbaum</b>
Clackamas Women's Services 256 Warner Mile Rd. Oregon City, OR 97045 503-655-8600 carlab@cwsor.org	Clackamas Women's Services 256 Warner Mile Rd. Oregon City, OR 97045 503-655-8600 melissae@cwsor.org
FEIN: 93-0900119	

**RECITALS**

1. Clackamas County, through the Justice Reinvestment Grant Program, has a need for services in the community that target marginalized and underserved populations in the community; solve access barriers such as, but not limited to: language, literacy, disability, transportation, and cultural practices; increase capacity for areas where services are difficult to access, limited, or nonexistent; and to provide trauma-informed interventions and services.
2. Justice Reinvestment (JRI) funds will be used to support core Clackamas Women's Services (SUBRECIPIENT) services at A Safe Place Family Justice Center (ASP-FJC) by funding 1.0 FTE mobile Latina Services Advocate to provide culturally specific victim services for the Latinx population.
3. Funding will support a SUBRECIPIENT ASP-FJC Advocate who will provide mobile services to connect the Lantinx community, providing support and services to meet the needs of victims with few access point to these supportive services. The Advocate will be able to communicate with in the shared language and background, face to face, and in comfortable and accessible locations. The Advocate will be able to identify needs and provide a pathway to have those needs met in a culturally responsive approach to provide trauma-informed interventions and services.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT 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 **July 1, 2021** and not later than **December 31, 2023**, 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 Criminal Justice Commission, Justice Reinvestment Program Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in OAR 213-060-0010 to OAR 213-060-0140, the authorizing statute for the State of Oregon's Justice Reinvestment Program. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Education Youth Development Division, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, including, but not limited to, all applicable terms and conditions of the Criminal Justice Commission Justice Reinvestment Grant Program #JR-23-003, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Criminal Justice Commission Justice Reinvestment Grant Program #JR-23-003** 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 **\$111,623.46**. All applicable terms and conditions of the Criminal Justice Commission Justice Reinvestment Grant Program #JR-23-003 are hereby incorporated by this reference herein.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with requirements contained in **Exhibit D – Required Financial Reporting**, **Exhibit D-1-Request for Reimbursement** and **Exhibit B – Subrecipient Program Budget**. Failure to comply with the terms of this Agreement may result in withholding of payment.
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 the 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 suspended or terminated prior to the expiration of its term

by:

- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
- b. Mutual agreement by COUNTY and SUBRECIPIENT.
- c. Written notice provided by COUNTY that funds are no longer available for the purposes described in this Agreement.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of the Project or upon termination of this Agreement, any unexpended funds shall remain with COUNTY.

**8. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise survives the expiration or termination of this Agreement.

**9. 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.

**10. 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.

**11. 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 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-23-003.

- 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 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 the COUNTY's discretion.
- j) **Record Retention.** SUBRECIPIENT shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. 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 Agreement end date of December 31, 2023, 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. COUNTY, the Secretary of State of the State of Oregon ("Secretary"), and the State of Oregon, acting through its Criminal Justice Commission ("CJC"), shall have access to the books, documents, papers, and records of SUBRECIPIENT that are directly related to this Agreement, the funds provided hereunder, or the Project for purposes of making audits and examinations. In addition, COUNTY, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. SUBRECIPIENT shall permit authorized representatives of COUNTY, CJC, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by SUBRECIPIENT as part of the Project, and any transportation services rendered by SUBRECIPIENT.
- 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, terminate this Agreement and all associated amendments, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

## 12. 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 [oregon.gov/cjc/about/Documents/19-21CJCGrantsManagementHandbook.pdf](http://oregon.gov/cjc/about/Documents/19-21CJCGrantsManagementHandbook.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.

**13. 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 ORS Chapter 279 and the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), 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.

#### 14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT's performance under this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose. 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. Neither SUBRECIPIENT, nor any attorney engaged by SUBRECIPIENT shall defend a Claim in the name of COUNTY, nor purport to act as legal representative of COUNTY, without the prior written consent of the Office of Clackamas County Counsel. COUNTY may, at any time at its election, assume its own defense and settlement in the event that it determines that SUBRECIPIENT is prohibited from defending COUNTY or that SUBRECIPIENT is not adequately defending COUNTY's interests, or that an important governmental principle is at issue or that it is in the best interests of COUNTY to do so. COUNTY reserves all rights to pursue claims it may have against SUBRECIPIENT if State elects to assume its own defense.

SUBRECIPIENT further agrees 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 SUBRECIPIENT or SUBRECIPIENT'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 SUBRECIPIENT from and against any and all Claims.

Neither SUBRECIPIENT, nor any attorney engaged by SUBRECIPIENT 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 SUBRECIPIENT is prohibited from defending State or that SUBRECIPIENT 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 SUBRECIPIENT if State elects to assume its own defense.

- c) **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 and annual aggregate limit shall not be less than \$2,000,000 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the 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 annual aggregate limit shall not be 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 contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$500,000.
  - 5) **Minors. Abuse & Molestation.** SUBRECIPIENT shall obtain and furnish to COUNTY evidence of abuse & molestation insurance with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
  - 6) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the "State of Oregon, CJC, and their officers, employees and agents" but only with respect to SUBRECIPIENT's activities under this agreement.
  - 7) **Tail Coverage.** If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all work required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement.



- 8) **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 the 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.
  - 9) **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.
  - 10) **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.
  - 11) **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.
  - 12) **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.
  - 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **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.
  - e) **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.
  - f) **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.
  - g) **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.

- h) **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.
- i) **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.
- j) **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.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY, OREGON)

AGREED as of the Effective Date.

**CLACKAMAS COUNTY**

**CLACKAMAS WOMEN'S SERVICES**

Chair, Tootie Smith  
Commissioner, Sonya Fischer  
Commissioner, Paul Savas  
Commissioner, Martha Schrader  
Commissioner, Mark Shull

Signing on Behalf of Clackamas County

\_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Melissa Erlbaum, Executive Director, or  
Authorized Representative

\_\_\_\_\_

\_\_\_\_\_03/13/2022\_\_\_\_\_


Date

Date

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

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

Approved to Form

By:  \_\_\_\_\_ 03/16/2022  
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives

- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Required Financial Reporting
- Exhibit E: State of Oregon Justice Reinvestment (JRI) Grant Requirements for Subrecipients
- Exhibit F: Justice Reinvestment Grant, Victims 10% Annual Progress Reporting

## **EXHIBIT A**

### **STATEMENT OF PROGRAM OBJECTIVES**

#### **GOAL**

This project will enhance the provision of linguistically and culturally responsive services to victims through the CWS Latina Services initiative.

#### **OBJECTIVES**

SUBRECIPIENT will use funding provided under this Agreement to provide 1.0 FTE mobile Latinx Advocate position Co-located in Clackamas County Health Centers (CCHCs) to provide culturally specific victim services for the Latinx population, with specialized expertise in polyvictimization. Polyvictimization is the collective impact of trauma and victimization on an individual. The position will provide mobile services to meet the unique needs of victims. This includes understanding the collective experience of (or exposure to) multiple types of violence that may have occurred in different settings and involved different factors, perpetrators and points in one's lifespan.

The Latinx Advocate's mobile and bi-lingual emphasis enhances services for rural and Latinx communities, creating improved accesses to services and reduced isolation. Examples of services provided include: crisis intervention and long-term advocacy support, safety planning, case management and individualized goal setting, information and resource referral, emergency shelter, legal advocacy, accompaniment for appointments, in-person advocacy and accompaniment during forensic exams, and assistance accessing, understanding, and engaging in services within CCHCs. The position participates in the CCHC Team meetings to support partnership and promote advocacy integration within mental health sector and provides consultation, training and support for CCHC staff regarding the dynamics of domestic violence and sexual assault, and its impact on survivors.

**EXHIBIT B  
 PROGRAM BUDGET**

**Applicant Agency:** Clackamas Women's Services (CWS)  
**Proposed Service:** Latina Services Advocacy

BUDGET CATEGORY	PROPOSED BUDGET Year 1	PROPOSED BUDGET Year 2
Personnel	<u>\$50,230.56</u>	<u>\$20,230.56</u>
Administration	<u>\$5,581.17</u>	<u>\$5,581.17</u>
<b>Total:</b>	<u>\$55,811.73</u>	<u>\$58,811.73</u>

**Budget Narrative**

The following are eligible expenditures for which Subrecipient may seek reimbursement:

Personnel cost include .80 FTE that is funded through this project for a mobile Latinx Advocate position Co-located in Clackamas County Health Centers.

Administration is 10% of direct costs.

## **EXHIBIT C PERFORMANCE REPORTING**

### **PERFORMANCE REPORTING SCHEDULE**

The Justice Reinvestment Act Funds will require **annual** reporting to be submitted to Clackamas County Community Corrections by July 20, 2022 for Quarters 1-4 and July 20, 2023 for Quarters 5-8. Community Corrections will provide the reports to the Criminal Justice Commission through their online grant website.

### **PERFORMANCE REPORTING REQUIREMENTS**

A brief report (two-page maximum) is to be provided annually regarding services to victims with the 10% funding. See **Attachment A**, Justice Reinvestment Grant, Victims 10% Annual Progress Reporting flyer from the Criminal Justice Commission website describing the criteria to be addressed in your annual report.



**EXHIBIT D**  
**REQUIRED FINANCIAL REPORTING**

# Criminal Justice Commission Grant Management Handbook



The Oregon Criminal Justice Commission is the State Administrative Agency for various state and federal grant programs. The Grant Management Handbook was prepared to assist grantees in complying with state and federal requirements.

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## Section 1: Introduction

The mission of the Oregon Criminal Justice Commission (CJC) is to improve the legitimacy, efficiency, and effectiveness of state and local criminal justice systems. To help accomplish this mission CJC manages the following grants:

### State Grant Programs

- Specialty Court Grant
- Justice Reinvestment Grant
- Illegal Marijuana Market Enforcement Grant (IMMEGP)
- Improving People’s Access to Community-Based Treatment, Supports, and Services (IMPACTS) Grant
- Oregon Justice Resource Center Grant (OJRC)

### Federal Grant Programs

- Edward Byrne Memorial Justice Assistance Grant (JAG)
- Justice Reinvestment: Maximizing State Reforms
- Residential Substance Abuse Treatment for State Prisoners (RSAT) Grant
- Sex Offender Registration and Notification Act (SORNA) Grant
- Coronavirus Emergency Supplemental Funding (CESF)
- Prison Rape Elimination Act (PREA)

### 1.1 SPECIALTY COURT GRANT

The Specialty Court Grant Program calls for evidence-based problem-solving court strategies designed to address the root causes of criminal activity and substance use disorders by coordinating efforts of the judiciary, prosecution, defense, probation, law enforcement, treatment, mental health, social services, and other public safety agencies. These courts offer nonviolent offenders an alternative to incarceration and teach participants to become productive law-abiding citizens, reducing recidivism and promoting healthier communities. Oregon’s specialty courts strive to adhere to consistent practices as described through Oregon’s Specialty Court Standards (Standards). Types of courts include adult drug, mental health, juvenile drug, family dependency, veteran, and DUII (also known as DWI). The Standards are a collaborative effort between the CJC and the Oregon Judicial Department (OJD) to provide statewide guidance by which the specialty courts can be held accountable to achieve desired outcomes.

The goal of the Specialty Court Grant Program is to financially support Oregon specialty courts serving adults, juveniles, and families. Specialty courts are a cost-effective way to: increase engagement and completion of chemical dependency treatment; reduce criminal recidivism; reduce alcohol and drug use; and positively impact many other public systems. Program goals include:

- Reducing recidivism and substance-use disorder among offenders;
- Increasing offenders’ likelihood of successful rehabilitation through early, continuous, and judicially supervised treatment, mandatory random drug testing, and community supervision; and
- Enhancing public safety by addressing the root cause of offenders’ involvement in criminal activities.

## 1.2 JUSTICE REINVESTMENT GRANT

The Justice Reinvestment Grant Program is Oregon’s proactive approach to effectively spend resources in the state’s criminal justice system. Under the justice reinvestment model, prison growth is controlled and a portion of the avoided operational prison costs are reinvested in the state’s local public safety systems.

The purpose of the Justice Reinvestment Grant Program is to provide funding for counties to plan, implement, or expand initiatives that establish a process to assess offenders and provide a continuum of community-based sanctions, services and programs that are designed to:

1. Reduce recidivism while protecting public safety and holding offenders accountable and
2. Decrease the county’s utilization of imprisonment in a Department of Corrections institution while protecting public safety and holding offenders accountable.<sup>1</sup>

The Justice Reinvestment Grant Program supports two separate grants. The first is a formula grant that distributes grant funds to all qualifying counties that meet all four goals of justice reinvestment. The second is a competitive supplemental grant designed to supplement formula grant programs. Supplemental grant funds are directed to programs that have dedicated downward departure prison diversion programs. A portion of both the formula and supplemental grant goes towards supporting community-based nonprofit victim services providers. A portion of the formula grant also supports evaluations.

## 1.3 ILLEGAL MARIJUANA MARKET ENFORCEMENT GRANT (IMMEGP)

Despite legal avenues for purchases and sales of marijuana within Oregon, an illegal marijuana market continues to cause public safety concerns, including diversion of marijuana to other states, sales of marijuana to underage buyers, cultivation of marijuana on federal lands, and the enrichment of organized criminal operations. Illegal market operations are also challenging to address, given the difficulty in drawing empirical distinctions between legal and illegal cultivation and distribution, the industry’s cash-driven operations, and the added layer that some of the counties most impacted by illegal marijuana operations have long suffered from starkly under-resourced public safety systems.

In 2018, the Oregon Legislature passed Senate Bill 1544, which created the IMMEGP to assist local law enforcement agencies in addressing the illegal marijuana market in Oregon. IMMEGP is guided by four priority elements when awarding funding. Those priority elements are:

1. Rural areas;
2. Large-scale operations;
3. Organized crime; and
4. Diversion of marijuana outside of Oregon.

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<sup>1</sup> Oregon Legislature. 77th Assembly, HB 3194 (2013).

<https://olis.leg.state.or.us/liz/2013R1/Downloads/MeasureDocument/HB3194/Enrolled> (2013). (Accessed March 2021).

## 1.4 IMPROVING PEOPLE’S ACCESS TO COMMUNITY-BASED TREATMENT, SUPPORTS, AND SERVICES (IMPACTS) GRANT

The IMPACTS Grant Program was developed to reduce recidivism and improve health outcomes for a small but significant group of people who repeatedly cycle through Oregon’s county jails and emergency rooms. This pattern of county jail and emergency room use costs local communities and the state millions of dollars each year and perpetuates cycles of behavioral and mental health-related involvement with the criminal justice system, hospitalization, and institutional placements.

The IMPACTS Grant Program is designed to support the development of a stronger community-based continuum of care in counties and tribal nations for people with serious mental illnesses and substance addictions. The IMPACTS Grant Program will also reduce the public health and public safety impacts of those individuals currently cycling through the state’s county jails and emergency rooms. County governments, tribal nations, and/or local consortia will demonstrate meaningful financial contributions to the grant program and work with the CJC and the Oregon Health Authority to expand and sustain community-based supports and services. The grant program will track outcomes for people being served with IMPACTS funding to ensure that state and local investments are reducing jail and hospital use for this population.

The IMPACTS Grant Program will serve people who are high utilizers of county jail and emergency department resources in locations across the state, with the goal of reducing pressure on law enforcement officials and criminal justice resources while simultaneously making meaningful improvements to people’s lives.

## 1.5 OREGON JUSTICE RESOURCE CENTER GRANT (OJRC)

The Department of Corrections, in cooperation with the Oregon Criminal Justice Commission, established a pilot program which provides legal services to women who are incarcerated at the Coffee Creek Correctional Facility. OJRC legal services are used to assist women with reentry and reintegration into local communities with the goal of reducing women’s vulnerability to domestic violence and to obtain employment, housing services and other benefits.

## 1.6 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

The Edward Byrne Memorial Justice Assistance Grant (JAG) is intended to support a range of activities to prevent and control crime and improve the criminal justice system. As the State Administering Agency, the CJC is directly awarded the federal grants and is responsible for the allocation of resources statewide. Further the CJC serves as the primary coordinating body for state public safety issue identification, system collaboration, policy development, and system planning and implementation. This responsibility requires the CJC to work closely with public safety associations including prosecution, defense, law enforcement, court systems, the Department of Corrections, and victims’ services. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as criminal justice-related research and evaluation activities. In Oregon, JAG funds support various components of the criminal justice system, including law enforcement, public safety community improvements, and specialty courts. [CFDA 16.738]

## 1.7 JUSTICE REINVESTMENT INITIATIVE: MAXIMIZING STATE REFORM

The Justice Reinvestment Initiative: Maximizing State Reform, is a competitive federal grant intended to support justice reinvestment efforts at local sites to achieve greater impact; promote the use of evidence-based programs and strategies; enhance patrolling authorities' use of evidence-based policy, practice, and decision making; create or expand the continuum of pretrial options in one or more jurisdictions; develop and pilot measures and analyses that account for population characteristics including crime type, risk level, and criminal history; establish or enhance performance incentive funding programs to encourage successful integration of evidence-based practices in community supervision; pilot or scale up swift and certain or intermediate and graduated sanctions; or other uses that further the state's justice reinvestment goals. In Oregon, 2014 federal JRI funds support two counties with implementation [CFDA 16.827] of the 416 Prison Diversion Program. The 2016 award funds support six Local Public Safety Coordinating Council (LPSCC) coordinators, serving 15 Oregon counties.

## 1.8 RESIDENTIAL SUBSTANCE ABUSE TREATMENT FOR STATE PRISONERS (RSAT) GRANT

The Residential Substance Abuse Treatment (RSAT) Grant Program is designed to assist formula grant grantees consisting of states, tribes, and units of local government to provide residential substance abuse treatment services for adults-in-custody (AICs); prepare participants for reintegration into communities by incorporating reentry planning activities into treatment programs; and assist participants and their communities in the reentry process through the delivery of community-based treatment and responsive aftercare services. RSAT funds may be used to implement three types of programs: prison-based residential, jail-based, and aftercare. The local and state grantees proposed will serve offenders across the state. The facilities proposed provide a range of correctional services and programs that include substance use disorder treatment, pre-release and transitional services, and adult education and work opportunities. The purpose of the project is to provide male and a female co-occurring substance abuse and mental illness treatment programs in local and state facilities. The proposed system improvements will include integrated treatment for AICs with co-occurring disorders while in custody. The comprehensive case plan would connect participants who complete the co-occurring treatment program in custody to continuing care services and housing in the two designated counties. The project objective is to improve assessment of AICs with co-occurring substance abuse disorder and mental illness by implementing an additional assessment tool targeted specifically to co-occurring treatment needs. Lower recidivism rates for individuals who participate in the co-occurring treatment program and those who receive the comprehensive case plan when they return to the community are anticipated. [CFDA 16.593]



## 1.9 SEX OFFENDER REGISTRATION AND NOTIFICATION ACT (SORNA) GRANT

The Adam Walsh Child Protection and Safety Act of 2006 (AWA) established a penalty for jurisdictions that failed to substantially implement the Sex Offender Registration and Notification Act (SORNA). The SORNA penalty is calculated by subtracting 10 percent from the state government's JAG allocation (60 percent of the total award), after deduction of the mandatory variable pass-through that states are required to send to local governments. Oregon State Police receive the annual SORNA penalty to support local installation of Live-Scan devices and implementation of SOR Mobile Application. [CFDA 16.738]

## 1.10 PRISON RAPE ELIMINATION ACT (PREA)

The Prison Rape Elimination Act (PREA) Program: Implementing the PREA Standards, Protecting Inmates, and Safeguarding Communities will assist confinement facilities and the agencies that oversee them in implementing prevention, identification, and response mechanisms that reduce the incidence of sexual abuse in these facilities, and to promote compliance with the PREA standards. Program funds will be used to support efforts of state, local, and tribal jurisdictions to prevent, detect, and respond to sexual abuse in confinement facilities covered by the PREA standards; promote comprehensive implementation of the standards; and enhance community safety by decreasing the likelihood that inmates, residents, and detainees are sexually victimized in confinement facilities prior to release. [CFDA 16.735]

## 1.11 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF)

The Coronavirus Emergency Supplemental Funding (CESF) Program is a federal grant program operated by the Bureau of Justice Assistance (BJA), a division of the United State Department of Justice. The CESF program will provide funding to assist eligible states, local units of government, and tribal governments in preventing, preparing for, and responding to the coronavirus. [CFDA 16.034]

## Section 2: General Provisions

All grantees are subject to the following general provisions.

### 2.1 GRANT AWARD AGREEMENT

All applications that are responsive to the guidelines outlined in grant solicitations will be provided to the appropriate entity for review and evaluation based on the grant program's criteria. Recommendations will be sent to the Criminal Justice Commission (Commission) for determination of funding amounts.

Following awarding decisions, CJC staff will issue an *Award Letter* to the applicant. Upon receipt of outstanding or requested items, a *Grant Award Agreement* (Award Agreement) will be executed by the authorized official of the grantee followed by the CJC. The Award Agreement serves as the legal agreement for the grant award; it contains the award terms, conditions, and budget.

CJC may negotiate the terms of the Award Agreement with the grantee. Modifications to the Award Agreement must be requested in writing. In the event that mutually agreeable terms cannot be reached within a reasonable time, as determined by CJC, the Commission may modify or rescind the award.

The Award Agreement will be considered fully executed when all parties have signed the document. The fully executed Award Agreement will be returned to the grantee electronically and should be retained by all parties.

By accepting the award, the grantee agrees to comply with the program objectives, reporting requirements, and fiscal requirements. Failure of the grantee to operate the program in accordance with these terms may constitute immediate grounds for suspension or termination of the Award Agreement.

Program requirements are contained within the solicitation and the Award Agreement. All grantees and sub-grantees are governed by the Award Agreement and must comply with the requirements as outlined.

### 2.2 AMENDMENT PROCEDURES

When applicable, amendment requests must be submitted through CJC's grant administration website at <https://cjc-grants.smapply.io/>.

- Amendment requests require written approval from CJC and are processed administratively.
- Requests cannot increase the award.

All modifications to the Award Agreement require an amendment request, including, but not limited to:

- Adjustments to the project period;
- Program modifications including outputs, outcomes, and performance measures;
- Changes in target population;
- Changes in grant-funded positions;
- Addition of a new program;
- Changes to the match requirement;
- Reallocation of funding between budget categories;
- Addition of a new budget category; or
- Removal of a budget category.

Amendments are not required to:

- Expand or decrease the geographic area to be served;
- Change grant-funded personnel;
- Modify the methodology, approach, or scope of the approved program; or
- Add, remove, or adjust funding within a budget category without program modification.

Amendment approval is required prior to implementation of a program funded by the Award Agreement. One program or budget revision will be accepted during each quarter (1–7) of the biennium. Requests to amend budgets must be submitted 45 days prior to the end of the project period to be considered.

## 2.3 CLOSEOUT PROCEDURES

To close out the Award Agreement, the grant program analyst will verify that the grantee has completed all applicable administrative actions and required work. All program and financial reports will be reviewed to ensure compliance with the terms and conditions of the award and that funds were spent appropriately.

Within 90 days of the project end date, the program analyst will send an electronic *Award Closeout Letter* to the grantee. If there are financial concerns or questions to reconcile, the closeout process may be extended.

## 2.4 EQUAL OPPORTUNITY APPENDIX A

It is the policy of the CJC that all decisions regarding recruitment, hiring, promotions, and other terms and conditions of employment be made without discrimination regardless of race, color, religion, sex (including pregnancy or gender identity), national origin, age, military or veteran status, disability, sexual orientation, or any other basis prohibited by state or federal law.

All employees, applicants, grantees, sub-grantees and program participants shall be in compliance with state and federal civil rights laws. The CJC's Affirmative Action Policy encourages those involved to report and address incidents of discrimination (See Appendix A). Complaints will be addressed promptly and consistently, using procedures that are fair and effective from the point of view of the person and the state, and be resolved at the lowest organizational level possible.

Compliance with Federal Equal Employment Opportunity regulations is also required. Within 60 days of receipt of award, grantees must complete and submit a certification form for compliance with the [Equal Employment Opportunity Plan](#) (EEO Plan) requirements.

## 2.5 CJC DETERMINATIONS

These determinations apply to all grantees.

The Department of Justice Financial Guide prohibits spending on entertainment, “including amusement, diversion, social activities, and any associated costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).

Allowable costs will be categorized as *participant supports* that are accessible to everyone. Examples of allowable expenses include bus passes, completion or achievement certificates, and personal care items.

Anything considered entertainment will not be allowable. This includes, but is not limited to, amusement, diversion, social activities, and any associated costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities.) The current guidance prohibits food and beverage costs at conferences, meetings, and events. Graduation parties and other celebratory gatherings are considered events and are not allowable expenses.

Additional detail for allowable and unallowable expenses follows below.

**Note:** These restrictions do not limit your ability to use other funds or donations as resources to provide incentives for your program participants.

### 2.5.1 Unallowable Expenses

This is not an exhaustive list but contains those unallowable expenses identified by the CJC Programs Division.

Unallowable expenses include, but are not limited to:

- Land acquisition, including renting, leasing, or construction of buildings or other physical facilities except with the prior written approval of the CJC;
- Physical facility improvements, restoration, or remodeling except with the prior written approval of the CJC;
- Compensation of federal employees including salary, consulting fees, travel, or other compensation;
- Bonuses;
- Firearms;
- Tactical equipment;
- Polygraphs;
- Marketing or branding;
- Lobbying;
- Fundraising or donations;
- Taxes;
- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);†
- Fines and penalties;
- Home office workspace and related utilities;
- Passport charges;
- Food or drink, except as per diem in accordance with Oregon’s Statewide Travel Policy; †
- Membership to lobbying organizations;
- Pets and pet care;
- Tip line and rewards; or
- Survey rewards.

*† If approved in advance by the Criminal Justice Commission, Victim Service providers receiving Justice Reinvestment funds may spend a portion of their award on these items.*

### 2.5.2 Gift Cards, Vouchers, and Other Similar Items

Programs that use gift cards, vouchers, bus passes and similar items for participants must establish internal controls through written policies and procedures that, at a minimum, do the following:

- Ensure the security of the item(s); and
- Address appropriate distribution to participants.

Programs must use a log and track distribution and use of all items purchased. The log must track the following:

- Card, voucher, or pass number;
- Date issued to participant;
- Name of participant;
- Purpose of pass or description of items to be purchased with the card; and
- For gift cards, the participant must return a receipt to the program that is kept in the participant’s file.

**Note:** It is the grantee’s responsibility to identify the purpose of pass or description of items to be purchased with the card. Gift cards, vouchers, and other like items may **not** be used for any unallowable expense.

### 2.5.3 Rewards Program

Grantees shall not use grant funding for private gain, either their own gain or that of others. The use of a rewards program when making purchases induces such benefit and is prohibited.

## 2.6 TEXT MESSAGING

Consistent with all state laws and regulations, all employees, applicants, grantees, sub-grantees and program participants shall not engage in text messaging when driving any vehicle, including personally owned vehicles, while performing work under an Award Agreement.

## 2.7 TRAVEL REIMBURSEMENT REQUESTS

Travel expenses shall not exceed those allowed by Oregon’s Statewide Travel Policy OAM 40.10.00<sup>1</sup> and Federal Travel Regulations.<sup>2</sup> Travel expenses for personnel include costs for private-vehicle mileage, lodging, per diem expenses, motor pool fees, commercial transportation, conference registration fees, airfare, tolls, and parking fees. Rates and requirements can be found on the website of the federal General Services Administration (GSA).<sup>3</sup>

**Note:** First-class tickets are considered “luxurious travel” and are not reimbursable, in whole or in part. Lodging must be at or below the federal GSA rate. Lodging expenses that exceed the federal rate are not reimbursable, in whole or in part. The application of meal per diem rates follows OAM 40.10.00.117 for the initial and final day of travel.

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<sup>1</sup> Department of Administrative Services. Oregon Accounting Manual: Statewide Travel Policy. <http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf> (retrieved July 12, 2019).

<sup>2</sup> General Services Administration. “Federal Travel Regulation.” <https://www.gsa.gov/portal/content/104790> (retrieved July 12, 2019).

<sup>3</sup> General Services Administration. “Per Diem Rates Look-Up.” <https://www.gsa.gov/portal/category/100120> (retrieved July 12, 2019).

## Section 3: Program Monitoring

The CJC monitors grantees for Award Agreement compliance through program and fiscal monitoring. Grantees are expected to be working toward the program objectives as outlined in their applications and Award Agreement while following appropriate fiscal procedures.

The CJC performs these types of monitoring:

- Regular correspondence;
- Review of progress and financial reports;
- Desk monitoring;
- On-site monitoring (formal); and
- In-person engagement.

During the grant award period, program analysts will review program and fiscal records, policies, and procedures and will meet with program participants, staff, and other stakeholders. Monitoring visits are intended to verify compliance with grant and fiscal requirements, provide technical assistance, offer program development guidance, and observe program activities.

### 3.1 PROGRESS REPORTS

Grantees must submit complete progress reports according to established timelines in the Award Agreement. Progress reports have the following purposes:

- To determine whether the grantee is implementing the program as agreed;
- To determine whether the grantee demonstrates fidelity to identified evidence-based practices or programs;
- To determine whether the activities the grantee performs are linked to the specific outcomes identified for the program;
- To allow the grantee to present information on any problem encountered (for example, what problems existed, how they affected the program, and how they were resolved);
- To develop data for criminal justice planning and the statewide criminal justice strategy;
- To assist other localities that might undertake a similar program;
- To present information to the Governor of Oregon, the Oregon Legislature, the U.S. Department of Justice, Congress, and research consultants; and
- To justify continued grant funding.

When applicable, progress reports must be submitted through the CJC's grant administration website at <https://cjc-grants.smapply.io/>.

Progress report due dates can be found in the Award Agreement under section 3(a). Reporting requirements are specified in Exhibit B.

It is the full responsibility of the grantee to ensure the CJC receives progress reports by their due date. In the event that an unavoidable circumstance arises, a grantee may submit a written deadline extension request. To be considered for approval, the request must be received prior to the due date. The CJC will provide a written response to all requests.

#### Failure to Submit Reports

Failure to submit timely reports can affect disbursements, reimbursements, and future funding opportunities. In addition, missing progress report timelines may result in the suspension and/or termination of the grant award.

### 3.3 DESK MONITORING

A desk review may focus on multiple progress reports or financial reports and include review of the following areas:

- Internal controls;
- Procurement and contracting procedures and practices;
- Compliance with specific grant requirements and guidelines;
- Current and past audit reports; and
- Previous monitoring reports and other correspondence.

The CJC may also conduct a limited-scope review that focuses on one or more categories of cost for a specific payment or financial report.

### 3.4 ON-SITE MONITORING (FORMAL)

An on-site review is more extensive than a desk review, but not equivalent to an audit. This review may focus on multiple programs and assess the grantee's capability, performance, and compliance. All cost categories, cost items, and supporting documentation related to the program may be reviewed, including:

- Internal controls;
- Procurement and contracting procedures and practices;
- Compliance with specific grant requirements and guidelines;
- Current and past audit reports; and
- Previous monitoring reports and other correspondence.

### 3.5 IN-PERSON ENGAGEMENT

The CJC will work with grantees to meet the implementation and program needs through flexible in-person engagement, whether through association meetings, LPSCC attendance, or various other interactions. Engaging with grantees as needed throughout the project period is one of the most efficient methods of monitoring a project's progress and potential success.



## Section 4: Fiscal Monitoring

The CJC requires accurate, clear, and verifiable expenditure documentation. Financial reporting must reflect all program expenditures as outlined in the Award Agreement. The grantee must maintain detailed records as supporting documentation for all expenditures listed by category, separated by match (if applicable) and grant expenses. In addition, backup documentation and invoices must be maintained with the grant file and will be subject to review upon request.

Awards funded with general fund dollars must adhere to the Oregon Accounting Manual (OAM) for the accounting of state governmental fiscal operations.<sup>4</sup> Federally funded awards are subject to the Department of Justice (DOJ) Financial Guide<sup>5</sup> and 2 CFR 200 on cost accounting principles, in addition to the OAM. Specific details are outlined in the Award Agreement.

When applicable, financial reports must be submitted through the CJC's grant administration website at <https://cjc-grants.smapply.io/>.

### 4.1 FINANCIAL REIMBURSEMENT REPORT

The CJC reimburses approved actual and allowable expenditures during the project period. The CJC may withhold funds for an unbudgeted expense, any expense in excess of the approved budget (category and total funds), or any unallowable expense. Grantees may not obligate funds, order goods, enter into new contracts, or request purchase orders prior to the start of the project period unless they receive prior written approval.

Requests for reimbursement (RFR) due dates can be found in the Award Agreement under section 3(b). The final RFR must be submitted no later than 30 days after completion of the project or 15 days after the project end date, whichever is sooner.

Grantees must keep all documented expenses (time sheets, invoices, travel charges, incentives, confidential fund receipts) on file and available for future audit. Administrative and indirect costs may not exceed 10 percent of the direct costs.

### 4.2 FINANCIAL ADVANCE REPORT (GENERAL FUND PROGRAMS ONLY)

The CJC will provide grant funds in multiple installments during the biennium to the designated unit of local government awarded. Initial funding will be provided following the execution of the Award Agreement. Because this is incentive performance funding, the CJC will evaluate performance and progress toward the goals of the grant program at least quarterly to assess the impacts of the investments prior to the release of additional funding.

Financial reporting due dates can be found in the Award Agreement.

Grantees must keep all documented expenses (time sheets, invoices, travel charges, incentives, confidential fund receipts) on file and available for future audit. Administrative and indirect costs may not exceed 10 percent of the direct costs.

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<sup>4</sup> see footnote 1

<sup>5</sup> Department of Justice Financial Guide. [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) (retrieved July 12, 2019).

## 4.3 FINANCIAL GUIDE

The DOJ Financial Guide serves as a primary reference manual to assist grantees in fulfilling their fiduciary responsibility to safeguard grant funds and ensure that funds are used for the purposes for which they were awarded. The guide should serve as a day-to-day management tool for grantees in administering their grant programs. It is the responsibility of grantees to comply with the federal guidelines in the manual.

It is the responsibility of the grantee agency to comply with the federal guidelines contained in the relevant Office of Management and Budget (OMB) circulars.<sup>6</sup>

OMB 2-CFR-220: *Cost Principles for Educational Institutions*. This circular establishes principles and standards for determining costs applicable to grants and contracts with educational institutions.

OMB 2-CFR-225: *Cost Principles for State, Local and Indian Tribal Governments*. This circular establishes principles and standards for determining costs applicable to grants and contracts with state, local, and Indian tribal units of government.

OMB 2-CFR-215: *Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*. This circular establishes standards for the administration of grants to institutions of higher education, hospitals, and other nonprofit organizations.

OMB 2-CFR-230: *Cost Principles for Nonprofit Organizations*. This circular establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations.

OMB Circular A-133: *Audits of States, Local Governments, and Nonprofit Organizations*. This circular covers audit requirements for states, local governments, and nonprofit institutions.

Common Rule: *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 28 CFR Part 66*. This Common Rule contains government-wide fiscal and administrative conditions governing federal grants and cooperative agreements and sub-awards to state, local, and Indian tribal governments.

**Note:** Units of government and other organizations receiving federal financial assistance from the state shall adhere to applicable state laws and procedures. Grantees shall also adhere to any fiscal procedures established by the CJC.

## 4.4 SUB-GRANTEE OR PROCUREMENT DESIGNATIONS

Consideration must be taken when determining whether a financial arrangement should be classified as a sub-agreement or procurement transaction. Appropriate designation is critical to ensure proper accounting for costs and compliance requirements.

The requirements found in OMB Circular A-133 §210(b) provide the following guidance to distinguish between a sub-award or procurement transaction.<sup>7</sup>

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<sup>6</sup> The White House. *Office of Management and Budget: Information for Agencies – Circulars*. <https://www.whitehouse.gov/omb/information-for-agencies/circulars/> (retrieved July 12, 2019).

<sup>7</sup> The White House. Circular No A-133. [https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/a133\\_revised\\_2007.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A133/a133_revised_2007.pdf) (retrieved July 12, 2019).

<u>SUB-AWARD FACTORS</u>	<u>PROCUREMENT FACTORS</u>
Distributes financial assistance in the form of money or property to eligible sub-grantees.	Provides the goods or services within its normal business operations.
Performance is measured against the objectives of the federal award.	Provides similar goods or services to many different purchasers.
Has responsibility for programmatic decision making.	Operates in a competitive environment.
Has responsibility to comply with applicable federal program requirements.	Not subject to the compliance requirements of the federal program.
Uses the federal funds to carry out its own program, as compared to providing goods or services for the program of the grantee.	Provides goods or services are ancillary to the operation of the federal program.

There may be unusual circumstances or exceptions to the characteristics identified. Written approval from the CJC is required for an exception. The CJC will review characteristics of a sub-grantee and ensure that the procurement, receipt, and payment for goods and services comply with state and federal laws, regulations, and the provisions of the Award Agreement.

#### 4.5 PROCUREMENT STANDARDS

If a proposed financial arrangement does not meet the criteria for a sub-award, the grantee must initiate a procurement transaction. These requirements apply to all procurements, including, but not limited to, procurements for goods, services, and equipment. Grantees shall follow their own established procurement procedures and regulations, provided that they adhere to applicable federal and state guidelines and standards at a minimum. If a grantee’s established procurement procedures are less competitive than the federal requirements, the grantee must adhere to the following:

- Procurement less than \$10,000: Grantee may solicit goods or services in any manner deemed practical or convenient.
- Procurement more than \$10,000 but less than \$150,000: Grantee must solicit quotes or bids from at least three sources.
- Procurement more than \$150,000: Grantee must formally advertise the proposed procurement through an invitation for bids (IFB) or a request for proposals (RFP).

**Note:** Grantees must follow the threshold limitations established in their own procurement procedures if their internal procedures are more restrictive than the federal threshold.

In accordance with ORS 279B (Oregon’s Public Contracting and Public Procurement statutes), grantees must submit all IFBs and RFPs greater than \$150,000 that involve the use of federal or matching funds to the CJC for review and approval prior to their issuance. Interagency agreements between units of government are excluded from this provision.

#### 4.6 SOLE-SOURCE PROCUREMENT

In rare and unusual circumstances it may be necessary to waive the competitive bid process and use a noncompetitive sole-source procurement. If a grantee’s established sole-source requirements are less stringent than the identified requirements, the grantee must adhere to the following.

Grantees may make the determination that competition is not feasible if one of the following circumstances exists:

- An item or service is available only from a single source;
- A public exigency or emergency will not permit a delay resulting from a competitive solicitation or it can be shown unequivocally that desired time frames for delivery must be met or the entire program will suffer as a direct result of the delay; or
- After solicitation of a number of sources, competition is considered inadequate.

If sole-source procurement is pursued, documentation reflecting actions taken and the position of the grantee is required. A justification statement for all sole-source contracting should include the following:

- A brief description of the program, the amount to be designated for the sole-source procurement, and the purpose of the contract.
- An explanation of why it is necessary to contract in a noncompetitive manner by providing supporting information as identified below in the applicable section(s):
  - Available from only one source: Describe the contractor's expertise related to the current program, the uniqueness of items to be procured from the contractor, and any additional information that would support the case.
  - Public exigency or emergency: Describe when the contractual coverage is required, the impact on the program if deadline dates are not met, how long it would take an alternate contractor to reach the same level of competence, and any additional information that would support the case.
  - Competition is determined inadequate after solicitation: Describe the market survey or similar effort used to determine competition availability and any additional information that would support the case.
- A declaration that this action is in the best interest of the agency.

For all sole-source procurements in excess of \$150,000, grantees must submit a justification statement to the CJC for review and approval prior to the procurement. Interagency agreements between units of government are excluded from this provision.

## 4.7 SUB-AGREEMENTS

Financial arrangements with other entities or individuals to accomplish a portion of the program activities, sub-awards, and procurement transactions must be formalized in written and signed agreements between the parties involved. Sub-agreements must be made available for the CJC to review upon request.

An agreement must include the following:

- Activities to be performed;
- Budget;
- Project start and end dates;
- All required representations, certifications, and assurances;
- Program policies and procedures to be followed;
- Dollar limitation of the award or contract and any match requirements;
- Payment procedure and schedule;
- Cost principles to be used in determining allowable costs; and
- All clauses required by the Award Agreement to be included in agreements with sub-grantees.

The written agreement will not affect the grantee's overall responsibility for the duration of the federally funded program and accountability to the CJC. The grantee is responsible for monitoring the sub-grantee and monitoring program and financial responsibilities.

## 4.8 PROGRAM INCOME

Program income is gross income received by the grantee or sub-grantee directly generated by a grant-supported activity or earned only as a result of the Award Agreement during the project period.

Examples of program income include, but are not limited to, income from fees for services performed; registration fees; usage and rental fees from real or personal property acquired with grant funds; sales of commodities or items fabricated under a grant; sale of property; royalties; attorney's fees and costs; or proceeds received through asset seizure and forfeiture.

Unless specifically identified in the Award Agreement, program income does *not* include interest on grant funds; rebates, credits, discounts, or refunds; or taxes, special assessments, levies, fines, or other such revenues raised by a grantee or sub-grantee. Specifically, fines as a result of law enforcement activities are not considered program income.

### Use of Program Income

The grantee must retain program income earned during the grant period and must use it in one or more of the following ways:

- *Addition*: This reflects income added to the funds committed to the grant by the CJC and the grantee and used to further eligible program objectives.
- *Cost sharing or matching*: This is income used to meet the non-federal matching requirement of the Award Agreement. The amount of the federal grant award remains the same.
- *Deduction*: Program income may be deducted from the total allowable costs to determine the net allowable costs.

Program income must be used to further eligible objectives of the grant award and must be used under the conditions applicable to the award. If the cost is allowable under the grant program, the cost would be allowable using program income.

Program income and expenditures must be reported and submitted quarterly with each request for reimbursement. If any program income remains unexpended upon expiration of the Award Agreement, it must be reported in a Program Income Report submitted with the final RFR.

Even after a grant is closed, grantees remain obligated to use program income generated *during* the award period for purposes that further the objectives of the original award.

There are no federal requirements governing the disposition of program income earned *after* the end of the award period. Income generated from grant activities after the grant is closed is not program income for these purposes and does not need to be reported or expended in furtherance of grant objectives.

### Program Income from Asset Seizures and Forfeitures

Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (such as a law enforcement entity or task force), all appeals have been finalized, and income is available for the grantee's use.

Statutory direction for seized and forfeited assets (personal and real property) can be found in ORS 131A.010 to 131A.460 and ORS 131.550 to 131.604.

## 4.9 SUPPLANTING

Funds must be used to supplement existing funds and not replace (supplant) funds that have been appropriated for the same purpose. Grant funds may not be used to pay for program activities the grantee is already obligated to pay or has already funded. Grant funds must be used to increase the total amount of

funds available to deliver program services. The rules governing supplanting also apply to any funds used as match.

Supplanting will be a subject of post-award monitoring and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in resources occurred for reasons other than the receipt or expected receipt of funds.

## 4.10 MATCHING FUNDS

The purpose of matching contributions is to *increase* the amount of resources available to a program supported by grant funds. Funds allocated for use as match funds must be used to support a federally funded program and supplement funds that would otherwise be made available for the stated program purpose. Grantees must maintain records that clearly show the source, amount, and period during which the match was allocated. Grantees must ensure that a match is identified in a manner that guarantees accountability during an audit.

For grant programs that require a matching contribution, the full match amount must be expended by the end of the grant period. Match and grant funds constitute program funds and must be reported.

### 4.10.1 Cash Match

A cash match must be from a non-federal source, be spent on allowable program-related costs, and be included in the grantee's financial records.

### 4.10.2 In-kind Match

In-kind matches may include donations of expendable equipment, office supplies, workshop or classroom materials, work space, or the monetary value of time contributed by professional and technical personnel and other skilled and unskilled labor if the services they provide are an integral and necessary part of a funded program. The following stipulations apply:

- The value placed on loaned or donated equipment may not exceed its fair rental value.
- The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market.
- Fringe benefits may be included in the valuation.
- Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee organization for its own employees.
- The value of donated space may not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

The basis for determining the value of volunteer services, materials, equipment, and space must be documented.

## 4.11 AUDITS

Non-federal entities that expend \$500,000 or more in federal funds (all sources) in the grantee's fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Nonfederal entities that expend less than \$500,000 in a year are exempt. All federally funded projects require a CFDA number that is verified as part of the audit.

Records must be available for review or audit by appropriate officials including the federal agency, pass-through entity, and General Accounting Office. Grantees must complete and submit a signed audit certification to the CJC within 90 days of the end of the grantee's fiscal year.

The audit objective is to review the grantee's administration of the program for the purpose of determining whether the grantee has:

- An accounting system integrated with adequate internal fiscal and management control to provide full accountability for revenues, expenditures, assets, and liabilities;
- Prepared financial statements that are presented fairly, in accordance with generally accepted accounting principles;
- Prepared financial reports to support claims for reimbursement that contain accurate and reliable financial data and are presented in accordance with the terms of the applicable agreements; and
- Expended program funds in accordance with the agreement of federal and state rules.

**Note:** Audit costs for those not required in accordance with OMB Circular A-133 are unallowable. If the grantee did not expend \$500,000 or more in federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, these costs cannot be charged to the grant.

## Section 5: Accounting and Auditing Requirements

### 5.1 ACCOUNTING SYSTEMS

Grantees must maintain accounting systems that accurately account for grant and match funds. Grantees must maintain adequate books, records, and supporting documents to verify the amounts, grantees, and uses of all disbursements of funds passing in conjunction with this agreement for a minimum of six years after completion of the grant or a minimum of three years after an audit is completed, whichever comes later.

### 5.2 COMMINGLING OF FUNDS

The accounting of grantees and sub-grantees must ensure that Award Agreement funds are *not* commingled with funds from other sources. Each award must be accounted for separately. Grantees and sub-grantees are prohibited from commingling funds on both a program-by-program basis and project-by-project basis.

Funds specifically awarded to one program may not be used to support another. If accounting cannot comply with this requirement, the grantee or sub-grantee shall establish a system to provide adequate fund accountability for each program awarded.



## Section 6: Publicity and Publications

A grantee or sub-grantee may produce different types of publications, including newsletters, journals, fact sheets, reports, summaries, and videos. Project directors are encouraged to make the results and accomplishments of their activities available to the public. A grantee or sub-grantee who publicizes project activities and results must adhere to the following requirements:

- The CJC is not responsible for the direction of the project activity. The publication must include the following statement: “The opinions, findings, and conclusions or recommendations expressed in this publication, program, or exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice or the Oregon Criminal Justice Commission.” The receipt of CJC funding does not constitute official recognition or endorsement of any project. A separate application for official recognition may be requested from the CJC.
- 2. All materials publicizing or resulting from award activities must contain an acknowledgement of the CJC’s assistance through use of the following, or a comparable, footnote: “This project was supported by Award No. \_\_\_\_\_ awarded by the Office of Justice Programs, Bureau of Justice Assistance through the Oregon Criminal Justice Commission.” Or “This project was supported by Award No. \_\_\_\_\_ awarded by the State of Oregon, through its Criminal Justice Commission.”
- 3. When requested by the CJC, a grantee or sub-grantee is expected to publish or otherwise make widely available to the public the results of work conducted or produced under an award.
- All publication and distribution agreements with a publisher must include provisions giving the State of Oregon and the federal government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the publication for State of Oregon and federal government purposes. The agreements with a publisher should contain information on the CJC requirements.
- Unless otherwise specified in the award, the grantee or sub-grantee may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material is subject to the provisions of the State of Oregon and the federal government.
- The grantee or sub-grantee is permitted to display the agency logo in connection with the activities supported by the award. In this respect, the logo shall appear in a separate space, apart from any other symbol or credit. The words “Funded or Funded in part by OJP and CJC” shall be printed as a legend, either below or beside the logo, each time it is displayed. Use of the logo must be approved by the CJC in writing.

**Note:** The grantee or sub-grantee is required to submit a publication and distribution plan to the CJC before materials developed under an award are commercially published or distributed. The plan must include a description of the materials, the rationale for commercial publication and distribution, the criteria to be used in the selection of a publisher, and, to assure reasonable competition, the identification of firms that will be approached. The CJC must approve this plan prior to any publishing project activities.

## Appendix A: CIVIL RIGHTS POLICY

Pursuant to *Department of Justice Grants and Cooperative Agreements: Statutes and Regulations related to Civil Rights and Nondiscrimination*, this policy is to establish:

1. Procedures for responding to discrimination complaints from employees and applicants for employment of grantees and sub-grantees receiving funding from the U.S. DOJ.
2. Procedures for responding to service discrimination complaints from clients, customers, consumers, or participants against CJC grant sub-grantees.

The CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The agency fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity.

### Section 1: Complaint Alleging Employment Discrimination

#### A.1.1 POLICY

Employees and applicants for employment of grantees and sub-grantees shall be treated equally regardless of race, color, religion, sex (including pregnancy or gender identity), national origin, age, military or veteran status, disability, sexual orientation, or any other basis prohibited by state or federal law.

It is a discriminatory or prohibited employment practice to refuse to hire, promote, discharge, demote, terminate, or to retaliate against, or to discriminate in matters of compensation, or in terms, privileges, and conditions of employment against any persons otherwise qualified, because of race, color, sex, pregnancy or pregnancy-related conditions, age (40 and over), religion, national origin, or disability.

No person shall intimidate, threaten, coerce, discriminate, or retaliate against an individual for taking action or participating in an action to secure rights protected by these laws.

The CJC will address complaints to ensure compliance with applicable state and federal laws regarding employment discrimination.

#### A.1.2 COMPLAINT PROCEDURE

The CJC and grantees will provide the *Civil Rights Discrimination by Grantee Complaint Form* (Form) and contact information for the Complaint Coordinator to any person who raises civil rights compliance by grantee concerns.

- Employment discrimination complaints against grantees or sub-grantees may be filed using the Form.
- Individuals who have questions about the complaint process or need assistance with the complaint paperwork may contact the Complaint Coordinator.
- A complainant must submit a completed Form to the Complaint Coordinator at [cjc.grants@oregon.gov](mailto:cjc.grants@oregon.gov) or mail to:

Criminal Justice Commission  
Alex Pichel, Complaint Coordinator  
885 Summer St NE  
Salem, Oregon 97301

**Note:** A complainant may request assistance from the CJC to complete the Form or through

dictation if a disability impairs the ability to file a complaint.

- The CJC employees who receive a discrimination complaint will forward the complaint to the Complaint Coordinator to be addressed.
- The complaint should be submitted as soon as possible but no later than 60 days following the alleged offense. The date the Form is received by the CJC will be considered the filing date.
- The Complaint Coordinator will provide a copy of the complaint to the Executive Director. The Executive Director and Complaint Coordinator will evaluate whether the complaint alleges a valid claim against a grantee or sub-grantee.
  - a. If a complaint's validity cannot be determined, it may be forwarded to the United States Department of Justice Office of Civil Rights (OCR) for preliminary review.
  - b. The Complaint Coordinator will administratively close the complaint if it is determined that it does not contain a claim of employment discrimination by a CJC grantee or sub-grantee.
- Within ten calendar days of receiving a complaint, the Complaint Coordinator will notify the complainant about the status of the complaint, specifically whether the complaint has been referred to BOLI, the OCR, or been administratively closed.
- Complaints that allege a violation of federal civil rights law are forwarded to the Oregon Civil Rights Division:

Oregon Civil Rights Division,  
Bureau of Labor and Industries  
800 NE Oregon St., Suite 1045  
Portland, Oregon 97232

~ and/or ~

Office of Justice Programs  
U.S. Department of Justice  
810 7th Street NW  
Washington, DC 20531

**Note:** If the complaint is referred to BOLI or the OCR, the Complaint Coordinator will notify the complainant of the contact information for BOLI or OCR and the date the complaint is considered filed.

### A.1.3 GRANTEE AND SUB-GRANTEE OBLIGATIONS

Grantees and sub-grantees must review this policy and certify compliance with civil rights laws upon acceptance of a CJC grant award. Procedures must be in place for responding to discrimination complaints alleging employment discrimination filed directly with the grantee. At a minimum, these processes should include forwarding the Form to the Complaint Coordinator (Reference in A.1.2).

## Section 2: Complaint Alleging Client/Customer Discrimination

### 2.1 POLICY

Clients, customers, participants, or consumers of services provided by grantees and sub-grantees shall be afforded an equal opportunity to participate in programs and activities regardless of race, color, religion, sex (including pregnancy or gender identity), national origin, age, military or veteran status, disability, sexual orientation, or any other basis prohibited by state or federal law.

It is a discriminatory delivery of services to exclude an individual from participation in, deny the benefits to, or subject an individual to discrimination under any DOJ-funded program or activity based upon race, color, national origin, sex, religion, age, or disability.

No person shall intimidate, threaten, coerce, discriminate, or retaliate against an individual for taking action or participating in an action to secure rights protected by these laws.

Compliance with all applicable state and federal laws regarding discrimination is required as a condition of funding.

Civil Rights Laws: Apply to any entity that receives an award of federal financial assistance— regardless of which federal agency awards the grant or cooperative agreement—and encompass the “program or activity” funded in whole or in part with the federal financial assistance.<sup>8</sup>

- *28 C.F.R. Part 42, Subpart C and D Section 601 of Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d): “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”
- *28 C.F.R. Part 42, Subpart G Section 504 of the Rehabilitation Act of 1973* (29 U.S.C. 794): “No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance [.]”
- *28 C.F.R. Part 42, Subpart D; 28 C.F.R. part 54 Section 901 of Title IX of the Education Amendments of 1972* (20 U.S.C. 1681): “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.”
- *28 C.F.R. Part 42 Subpart I Section 303 of the Age Discrimination Act of 1975* (42 U.S.C. 6102): “No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.”

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<sup>8</sup> Department of Justice Office of Justice Programs. “Department of Justice Grants and Cooperative Agreements: Statutes and Regulations related to Civil Rights and Nondiscrimination” (retrieved August 16, 2017).

Nondiscrimination Provisions: Apply to all CJC federal financial awards.

- *28 C.F.R. Part 42, Subpart D Section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968* (codified at 42 U.S.C. 3789d(c); see also 42 U.S.C. 5672(b)): “No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.”
- *28 C.F.R. Part 94, Subpart B Section 1407(e) of the Victims of Crime Act of 1984* (codified at 42 U.S.C. 10604(e)): “No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this chapter.”
- *28 C.F.R. Part 38 Partnerships with Faith-Based and Other Neighborhood Organizations:* “No person or organization shall be discriminated against on the basis of religion in the delivery of services or benefits, and ensures that faith-based or religious organizations are able to participate in such programs on an equal basis with other organizations.”

The CJC will address complaints to ensure compliance with applicable state and federal laws regarding violations to these laws and regulations.

## A.2.2 COMPLAINT PROCEDURES

The CJC and grantees will provide the Form and contact information for the Complaint Coordinator to any person who raises concerns regarding grantee civil rights compliance.

- Employment discrimination complaints against grantees or sub-grantees may be filed using the Form.<sup>9</sup>
- Individuals who have questions about the complaint process or need assistance with the complaint paperwork may contact the Complaint Coordinator.
- A complainant must submit a completed Form to the Complaint Coordinator at [cjc.grants@oregon.gov](mailto:cjc.grants@oregon.gov) or mail to:

Criminal Justice Commission  
Alex Pichel, Complaint Coordinator  
885 Summer St NE  
Salem, Oregon 97301

**Note:** A complainant may request assistance from the CJC to complete the Form or through dictation if a disability impairs the ability to file a complaint.

- CJC employees who receive a discrimination complaint will forward the complaint to the Complaint Coordinator to be addressed.
- The complaint should be submitted as soon as possible but no later than 60 days following the alleged offense. The date the Form is received by the CJC will be considered the filing date.

- The Complaint Coordinator will provide a copy of the complaint to the Executive Director. The Executive Director and Compliant Coordinator will evaluate whether the complaint alleges a valid claim against a grantee or sub-grantee.
  - a. If a complaint’s validity cannot be determined, it may be forwarded to the OCR for preliminary review.
  - b. The Complaint Coordinator will administratively close the complaint if it is determined that it does not contain a claim of employment discrimination by a CJC grantee or sub-grantee.
- Within ten calendar days of receiving a complaint, the Complaint Coordinator will notify the complainant about the status of the complaint, specifically whether the complaint has been referred to BOLI, the OCR or been administratively closed.
- Complaints that allege a violation of federal civil rights law are forwarded to the Oregon Civil Rights Division:

Oregon Civil Rights Division,  
Bureau of Labor and Industries  
800 NE Oregon St., Suite 1045  
Portland, Oregon 97232

~ and/or ~

Office of Justice Programs  
U.S. Department of Justice  
810 7th Street NW  
Washington, DC 20531

**Note:** If the complaint is referred to BOLI or the OCR, the Complaint Coordinator will notify the complainant of the contact information for BOLI or OCR and the date the complaint is considered filed.

### A.2.3 GRANTEE AND SUB-GRANTEE OBLIGATIONS

Grantees and sub-grantees must review this policy and certify compliance with civil rights laws upon acceptance of a CJC grant award. Procedures must be in place for responding to discrimination complaints alleging employment discrimination filed directly with the grantee. At a minimum, these processes should include forwarding the Form to the Complaint Coordinator (Reference in A.2.2).

**EXHIBIT E**  
**STATE OF OREGON JUSTICE REINVESTMENT (JRI) GRANT REQUIREMENTS FOR**  
**SUBRECIPIENTS**

CRIMINAL JUSTICE COMMISSION  
JUSTICE REINVESTMENT GRANT PROGRAM  
GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission (“CJC”) and **Clackamas County**, (“Grantee” and, together with CJC, the “Parties”). This Agreement shall become effective on the later of July 1, 2021 or the date when this Agreement is fully executed and approved as required by applicable law.

**1. Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$2,367,982.26** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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

Exhibit A:               **Project Description and Budget**  
Exhibit B:               **Subagreement Insurance 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 precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

**3. Reports.** Grantee shall submit the reports required by this section.

**a. Progress Reports.** Grantee shall submit to CJC reports every 6 months during Project implementation as well as such other reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than January 25 and July 25 for the 6-month period preceding each of those dates. Progress Reports must be submitted through CJC’s grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Financial Reports.** Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial



Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

**4. Disbursement and Recovery of Grant Funds.**

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall disburse the Grant Funds in four substantially equal installments no later than January 30, 2022, May 30, 2022, September 30, 2022, and January 30, 2023. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii.** When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
- iii.** As specified in OAR 213-060-0050(4), no more than 10 percent of the Grant Funds may be used for administrative costs.

**b. Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement.
- iii.** Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iv. Grantee's representations and warranties set forth in Section 6 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

v. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.

vi. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

**5. Recovery of Unexpended Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Project End Date must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

**6. Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee

agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**7. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the “Secretary”), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

**8. Grantee Subagreements and Procurements**

**a. Subagreements.** Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

**i.** Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee 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 Grantee to CJC within ten (10) days of its discovery.

**b. Subagreement indemnity; insurance.**

*Each Grantee 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.

Grantee 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, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

**c. Procurements.**

i. Grantee 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 Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

**iii.** The Grantee 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.

**9. Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

**a.** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or

**b.** Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

**10. Remedies upon Default.** If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC's demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

## **11. Termination**

**a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

**c. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

## 12. GENERAL PROVISIONS

**a. Contribution.** 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 Grantee 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.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee 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 Grantee 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.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee 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 Grantee 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 Grantee 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. Grantee'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. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

**e. No Third-Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the federal government, absent express written consent by the federal government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

**g. Work Product.** To the extent it has the necessary rights, Grantee 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”). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

**h. Governing Law, Consent to Jurisdiction.**

**i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

**ii.** Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

**iii.** Notwithstanding Section 12.h.ii above, 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 Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of 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 Section 12.h.iii 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.

**i. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**j. Insurance; Workers’ Compensation.** All employers, including Grantee, 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. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

**k. Independent Contractor.** Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee 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 Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee 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.

**l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**Approved by Grantee**



1/13/22

Signature of Grantee

Date

Tootie Smith, Chair

Name/Title

93-6002286

05021736

Federal Tax ID Number

State Tax ID Number

**Approved by Criminal Justice Commission**



1/20/2022

Ken Sanchagrin, Executive Director

Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler on 8/16/21 via email

CJC Contact  
CJC Grant Administrator  
Ian Davidson  
885 Summer St. NE  
Salem, OR 97301-2524  
[ian.davidson@cjc.oregon.gov](mailto:ian.davidson@cjc.oregon.gov)  
503-302-1990

Grantee Contact  
Clackamas County  
Malcolm McDonald  
1024 Main St  
Oregon City, OR 97045  
[malcolmmcd@clackamas.us](mailto:malcolmmcd@clackamas.us)  
503-655-8717

**EXHIBIT A****Project Description and Budget**

The goal of the Criminal Justice Commission’s *Justice Reinvestment Grant Program* (“Grant Program”) is to financially support Oregon localities in fulfilling the requirements of House Bill 3194 (2013) by reducing prison populations of offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach to (1) analyze criminal justice trends to understand drivers of local prison use; (2) promote the effective implementation of investments that increase public safety and improve offender accountability; (3) measure the impact of policy changes and reinvestment resources; and (4) tie results to future funding. Accordingly, Grantee shall base implementation of its Project on existing research and evidence-based practices.

In implementing its Project, Grantee shall establish a process to assess offenders within its jurisdiction and provide a continuum of community-based sanctions, services and programs that results in progress on the following goals of the Grant Program: (1) reducing recidivism of offenders while protecting public safety and holding offenders accountable and (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475,935, 811.182, 813.010, or 813.011 while protecting public safety and holding offenders accountable.

Project Start Date: July 1, 2021

Project End Date: December 31, 2023

GRANT #: JR 23-003

GRANTEE PROGRAM CONTACT:

GRANTEE FISCAL CONTACT:

Malcolm McDonald

Judy Anderson-Smith

EMAIL: [malcolmmcd@clackamas.us](mailto:malcolmmcd@clackamas.us)

EMAIL: [JAndersonSmith@clackamas.us](mailto:JAndersonSmith@clackamas.us)

TELEPHONE: 503-655-8717

TELEPHONE: 503-655-8711

**BUDGET SUMMARY:**

	Grant Funds Awarded
Personnel	\$1,315,833.84
Contractual	\$639,801.16
Housing & Facilities	\$44,817.00
Travel & Training	\$20,000.00
Equipment	\$23,101.00
Administrative	\$80,307.00
Victim Services: Clackamas Women’s Services	\$111,623.46
Victim Services: Northwest Family Services	\$78,960.48
Victim Services: CASA of Clackamas County	\$30,311.12
Victim Services: Children's Center	\$23,227.20
<b>Total</b>	<b>\$2,367,982.26</b>

## EXHIBIT B

### Subagreement Insurance Requirements

Grantee shall require each other party to a 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, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. **PROFESSIONAL LIABILITY**

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than  \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. **COMMERCIAL GENERAL LIABILITY.**

Required by CJC    Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.

**EXHIBIT F**  
**JUSTICE REINVESTMENT GRANT, VICTIMS 10% ANNUAL PROGRESS REPORTING**

# Justice Reinvestment Grant

## Victims 10% Annual Progress Reporting

As part of the Justice Reinvestment grant monitoring process, each victim services provider has been asked to respond, in narrative form, to an **Annual Progress Report**. This Progress Report asks the provider to detail how they are using grant funds to meet specific criteria.

*Here is a more detailed description of the criteria and examples of how a provider may respond:*

### Meeting the needs of the marginalized and underserved

Identify the targeted underserved population and detail how the organization is using grant funds to reach that population. *Ex: Outreach efforts target and serve homeless victims of crime, wherever they are, recognizing that those individuals may not feel comfortable or welcome approaching a brick-and-mortar service location.*

### Addressing access barriers

Barriers come in many different forms and can keep individuals from accessing badly needed services. Responses may include a description of a specific barrier and how the provider is working to remove it. *Ex: Hiring a Russian speaking clinician to address language and cultural barriers to better serve the growing Russian population in the service area.*

### Increasing capacity where services are difficult to access, limited or non-existent

Geographic barriers can make it difficult for a provider to deliver the same level of service. This disadvantages those who are more isolated, particularly in rural communities. *Ex: Tele-counseling stations are may be located in libraries, probation offices and schools and offer immediate private access to victim services professionals – a benefit to rural locations that are historically cut off from services.*

### Investing in trauma informed services

Trauma informed services stem from an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all causes of trauma. *Ex: Engage in regular trainings and meetings around the provision of trauma-informed services allowing for modifications in the delivery of services to demonstrate an understanding of how a survivor might perceive what is happening.*

## Criteria



Criteria were developed to help guide how service providers targeted 10% funds. Each provider's application for funding was required to address all four criteria:

- Demonstrate need for the proposed services in the community targeting **marginalized and underserved** populations in the community;
- Address **access barriers**, such as but not limited to: language, literacy, disability, transportation and cultural practices;
- Increase capacity for areas where services are **difficult to access**, are limited or non-existent; and
- Invest in **trauma-informed** interventions and services.

*The Criminal Justice Commission recognizes that implementation is a process and can result in plan changes based on new information or circumstances. Victim service providers will be asked to describe any current or planned deviations from activities proposed in the original grant application.*