

October 24, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Application to the Oregon Criminal Justice Commission for Restorative Justice Diversion programs. Anticipated Grant Value is \$500,000 for 6 months. Funding is through the Oregon Criminal Justice Commission. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues 10/22/24		
Performance Clackamas	Priority: Ensure healthy, safe, and secure communities—indicator: Crime rates.		
Counsel Review	No	Procurement Review	No
Contact Person	Abbey Bowman	Contact Phone	971-276-0655

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval to apply for a Restorative Justice Grant to expand a comprehensive diversion program for adults and juveniles in Clackamas County based on the Restorative Justice approach. Restorative Justice approaches are community-based alternatives to the criminal and juvenile legal systems that center on the harmed party’s needs while fostering the responsible party’s accountability. The goal of the Restorative Justice Program is to support the implementation and expansion of restorative justice programs that serve individuals engaged in the “front end” of the criminal and/or juvenile legal systems.

Resolution Services has partnered with the County Juvenile Department and other community organizations since 2012 using the Restorative Justice Model. In the past 22 months, the Restorative Justice program has successfully facilitated 14 cases and expects to increase to a minimum of 36 in a calendar year. If awarded, this Restorative Justice Grant would be able to continue the partnership with the Juvenile Department and increase caseload capacity by expanding the program referrals to include the Sheriff’s Department, District Attorney’s office, County correctional facilities, and community organizations.

Approval to apply for up to \$500,000. The grant period is January 1, 2025 – June 30, 2025.

RECOMMENDATION: The Staff respectfully requests that the Board of County Commissioners approve this request to apply for funding and authorize Chair Smith or her designee to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health, Housing and Human Services

For Filing Use Only

2023-2025 Grant Solicitation: Restorative Justice Grant Program

Application Due Date: October 28, 2024, at 1PM

Purpose:

The purpose of the Restorative Justice Grant Program is to provide public and private entities with financial support for restorative justice programs.

A *restorative justice program* is defined in [OAR 213-040-0030\(8\)](#) as a community-based alternative to the criminal and juvenile legal systems that aims to center the needs of the harmed party and foster accountability within the responsible party without resorting to incarceration or criminal conviction.

Eligible Applicants:

Eligible applicants include:

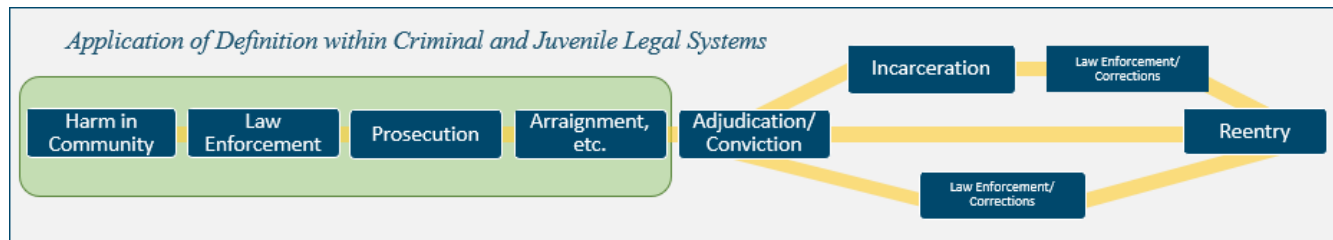
- Private entities: any corporation, trust, association, cooperative or other organization that is not a public entity or a system partner, such as local law enforcement entities, courts, district attorneys and defense attorneys.
- Public entities: any “public body” as defined in [ORS 174.109](#) and any of the nine federally recognized Indian tribes in Oregon.

An applicant may apply individually or jointly with other eligible applicants.

Program Goals and Priorities:

The goal of the Restorative Justice Grant Program is to support the implementation and expansion of restorative justice programs that serve individuals engaged in the “front end” of the criminal and/or juvenile legal systems (e.g. pre-conviction or pre-adjudication).

A visual representation of the grant program’s scope is shown in green below:



In order to be eligible for grant funding, an applicant’s program must provide, or seek to provide, restorative justice services within the State of Oregon as defined in [OAR 213-040-0030\(8\)](#). This definition intended to also preclude programs that offer downward durational departure and/or downward dispositional departure sentences.

Additional requirements, review criteria and preferences for grant applications are further defined in [OAR 213-040-0050](#) and [OAR 213-040-0060](#).

For questions regarding this grant solicitation please contact Rima Ah Toong at rima.ahtoong@cjc.oregon.gov.

2023-2025 Grant Solicitation: Restorative Justice Grant Program

Availability and Duration of Funding:

This is a one-time solicitation offering financial support for the grant period beginning January 1, 2025, and ending June 30, 2025.

A total of \$1,312,344 is available in grant funds and will be awarded through a competitive application process.

Applicants may apply for either a planning grant or a supplemental grant.

- Planning: Funds will primarily be used to plan and develop a new restorative justice program (not currently funded by CJC).
- Supplemental: Funds will primarily be used to support capacity building for an existing restorative justice program.

Application Timeline:

September 16, 2024	Grant solicitation released
October 28, 2024 at 1PM	Grant applications due
November 2024	Grant Advisory Committee develops funding recommendations
November/December 2024	Commission authorizes final award decisions

Application Requirements:

1. Applicants must review the [CJC Grant Administration Guide](#) for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
2. Applications must complete either the Planning Grant Application or the Supplemental Grant Application on the due dates provided, along with the corresponding materials listed below:
 - a. Responses to all application questions (a list of questions for each application type is attached to this document); and
 - b. A budget projection sheet (a sample is attached to this document; spreadsheet available upon request).
3. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

How to Apply:

Applications must be submitted online through CJC's grant management system:

<https://cjc-grants.smapply.io/>

For questions regarding this grant solicitation please contact Rima Ah Toong at rima.ahtoong@cjc.oregon.gov.

Restorative Justice Grant Program 23-25: Application Questions for Planning Grants

Application Due Date: October 28, 2024, at 1:00 PM PDT

A *restorative justice program* is defined in [OAR 213-040-0030\(8\)](#) as a community-based alternative to the criminal and juvenile legal systems that aims to center the needs of the harmed party and foster accountability within the responsible party without resorting to incarceration or criminal conviction.

The goal of the Restorative Justice Grant Program is to support the implementation and expansion of restorative justice programs that serve individuals engaged in the “front end” of the criminal and/or juvenile legal systems (e.g. pre-conviction or pre-adjudication).

Cover Sheet

Are you a private entity, public entity, or consortium that provides or seeks to provide restorative justice services within the State of Oregon as defined in OAR 213-040-0030(8)?

[check box]

Legal name of entity applying:

[text field]

Are you a new applicant for the 2023-25 biennium that intends to plan a restorative justice program to provide restorative justice services within the State of Oregon as defined in OAR 213-040-0030(8)?

Yes /No

Primary Applicant Contact

Name:

Organization:

Title:

Street Address:

City:

Zip Code:

E-mail:

Phone:

Fiscal Contact

Name:

Legal Name of Organization for Payment:

State EIN:

Payment Remittance Street Address:

City:

Zip Code:

E-mail:

Phone:

Would you like ACH payment processing (direct deposit)?

Yes

No

APPLICANT ELIGIBILITY QUESTIONS

The anticipated final product for recipients of a planning grant is a plan of action to implement a new restorative justice program. The questions and considerations below will provide the CJC with important details on the direction and feasibility of the program you are seeking funds to plan. Please include as much information as you have currently, although we acknowledge some of the information requested may not be available until you complete the planning process. If details are not yet available, please state so in your response.

A. Program Proposal

1. Describe your proposed restorative justice program or your organization’s goals and plans for creating a program (e.g. program activities, service area, participant referral sources, projected capacity, intended outcomes, etc.). *[500 words or less]*
2. Describe who will be eligible to participate in your program. If no participant eligibility criteria have been established yet, describe the process for how the criteria will be determined. *You*

may include referral sources, service area, projected operational capacity, etc. [250 words or less]

3. Provide details about your program's work or plan to center the experiences of those harmed and support those harmed in identifying solutions that promote healing. *[250 words or less]*
4. Provide details about your program's work or plan to encourage those who caused harm to take responsibility and repair the harm and support those who caused the harm in identifying solutions that promote healing. *[250 words or less]*
5. Describe your program's work or plan to support impacted community members in identifying solutions that promote healing. *[250 words or less]*
6. Describe your program's coordination or plan to develop coordination with community-based organizations. *[250 words or less]*
7. Describe your program's coordination or plan to develop coordination with criminal justice systems partners. *[250 words or less]*
8. Describe your program's ability to work collaboratively with system partners, such as local law enforcement entities, district attorney offices, and criminal defense attorneys, law firms, or consortia. *[250 words or less]*
9. Provide a timeline of when planning milestones and activities are anticipated to be completed. *[250 words or less]*

B. Program Priorities

1. Does your program offer services or intend to offer services that engage in and serve rural or other historically underserved regions or areas in Oregon?
[check box with text response if yes – If yes, please provide details.]
2. Does your program offer services or intend to offer services that engage and provide culturally appropriate services to socially disadvantaged individual(s)?
[check box with text response if yes – If yes, please provide details.]

3. Does your program currently partner or intend to partner with a researcher or research entity to track and report on any outcome measures associated with the applicant's program?

[check box with text response if yes – If yes, please provide details.]

4. Does your program address or intend to address case types as defined in OAR 213-003-0001(14) and OAR 213-003-001(15) (definitions describing person felonies and person misdemeanors)?

[check box with text response if yes – If yes, please provide details.]

5. Does your program address or intend to address case types that carry a presumptive sentence of prison pursuant to the criteria in OAR 213-004-0001 through OAR 213-004-0013 (describing the sentencing guidelines grid)?

[check box with text response if yes – If yes, please provide details.]

6. Does your program prioritize funding for direct services to the party harmed and the person who committed the harm?

[check box with text response if yes – If yes, please provide details.]

7. Does your program **not** disqualify program participants based on prior criminal history?

[check box with text response if yes – If yes, please provide details.]

C. Budget Projection Sheet Upload

Please download the Budget Projection Sheet ([click here](#)), and then upload your completed Budget Projection Sheet below.

Include details and justification as to how each requested line item meets or fulfills the purpose/intent of the program.

Upload

Restorative Justice Grant Program 23-25: Application Questions for Supplemental Grants

Application Due Date: October 28, 2024, at 1:00 PM PDT

A *restorative justice program* is defined in [OAR 213-040-0030\(8\)](#) as a community-based alternative to the criminal and juvenile legal systems that aims to center the needs of the harmed party and foster accountability within the responsible party without resorting to incarceration or criminal conviction.

The goal of the Restorative Justice Grant Program is to support the implementation and expansion of restorative justice programs that serve individuals engaged in the “front end” of the criminal and/or juvenile legal systems (e.g. pre-conviction or pre-adjudication).

Cover Sheet

Current grantee applying for supplemental funds:

Dropdown of current grantees [select one]

Applicant is currently operating a restorative justice program with Restorative Justice Grant Program funds and seeks supplementary funding to increase the capacity of the program.

Yes

Primary Applicant Contact

Name:

Organization:

Title:

Street Address:

City:

Zip Code:

E-mail:

Phone:

Fiscal Contact

Name:

Legal Name of Organization for Payment:

State EIN:

Payment Remittance Street Address:

City:

Zip Code:

E-mail:

Phone:

Would you like ACH payment processing (direct deposit)?

Yes

No

APPLICANT ELIGIBILITY QUESTIONS

A. Program Proposal

Describe how the supplemental funds requested increase the capacity of the existing program, and how they further align with the goals and objectives of the restorative justice grant. [500 words or less]

B. Program Priorities

1. Does your program offer services that engage in and serve rural or other historically underserved regions or areas in Oregon?

[check box with text response if yes]

2. Does your program offer services that engage and provide culturally appropriate services to socially disadvantaged individual(s)?

[check box with text response if yes]

3. Does your program partner with a researcher or research entity to track and report on any outcome measures associated with the applicant's program?

[check box with text response if yes]

4. Does your program address case types as defined in OAR 213-003-0001(14) and OAR 213-003-001(15) (definitions describing person felonies and person misdemeanors)?

[check box with text response if yes]

5. Does your program address case types that carry a presumptive sentence of prison pursuant to the criteria in OAR 213-004-0001 through OAR 213-004-0013 (describing the sentencing guidelines grid)?

[check box with text response if yes]

6. Does your program prioritize funding for direct services to the party harmed and the person who committed the harm?

[check box with text response if yes]

7. Does your program **not** disqualify program participants based on prior criminal history?

[check box with text response if yes]

C. Budget Projection Sheet Upload

Please download the Budget Projection Sheet ([click here](#)), and then upload your Budget Projection Sheet below.

Upload the budget projection sheet for your program. Include justification as to how the requested budget meets or fulfills the purpose/intent of the program.

[Upload]

**2023 – 2025 Restorative
Justice Grant Program:**

**Preview of Final Application
Budget Sheet**

BUDGET PROJECTION SHEET

CJC Grant Program:	Restorative Justice
Applicant Name:	

Personnel: Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part) employed by the grant recipient

Directions:

In the "Program Supported" field, identify the specific program/project the position supports.

In the "% Time per Month" field, use whole numbers to show percentage of position's time dedicated to grant-related work. Example: a half-time case manager = 50

In the "Monthly Rate" field, combine salary/wages and fringe benefits for a single month at full time, regardless of the value included in the "% Time per Month" field.

In the "# Months Employed" field, indicate the number of months the position is expected to be funded during the grant period.

Position Title	Program Supported	Employing Agency	New or Existing	% Time per Month	Monthly Rate (wages+fringe)	# Months Employed	Total Amount Requested
1			Select Option				0.00
2			Select Option				0.00
3			Select Option				0.00
4			Select Option				0.00
5			Select Option				0.00
6			Select Option				0.00
7			Select Option				0.00
8			Select Option				0.00
9			Select Option				0.00
10			Select Option				0.00

Personnel Total: \$ -

Contractual Services: An individual or organization providing a service or programmatic aspect of the work that is not provided directly by the grant recipient

Directions:

In the "Contract Title & Purpose" field, identify the contractor and what services the contract covers (generally).

In the "Program Supported" field, identify the specific program/project the contracted services support.

Contract Title & Purpose	Program Supported	Contract Category	New or Existing	Unit Type	Price per Unit	# Units Required	Total Amount Requested
1		Select Option	Select Option	Monthly			0.00
2		Select Option	Select Option	Select Option			0.00
3		Select Option	Select Option	Select Option			0.00
4		Select Option	Select Option	Select Option			0.00
5		Select Option	Select Option	Select Option			0.00
6		Select Option	Select Option	Select Option			0.00
7		Select Option	Select Option	Select Option			0.00
8		Select Option	Select Option	Select Option			0.00
9		Select Option	Select Option	Select Option			0.00
10		Select Option	Select Option	Select Option			0.00

Contractual Services Total: \$ -



Personnel Narrative:

For each requested item to the left, provide a **brief** justification as to how it meets or fulfills the purpose/intent of the program.

- 1.)
- 2.)
- 3.)
- 4.)
- 5.)
- 6.)
- 7.)
- 8.)
- 9.)
- 10.)



Contractual Services Narrative:

For each requested item to the left, provide a **brief** justification as to how it meets or fulfills the purpose/intent of the program.

If you selected "personnel" as the contract category, please specify in this narrative, the associated FTE.

- 1.)
- 2.)
- 3.)
- 4.)
- 5.)
- 6.)
- 7.)
- 8.)
- 9.)
- 10.)



Equipment: Permanent or non-expendable equipment with a purchase price of \$5,000 or more, or a useable life of two or more years, for a single item

Directions:

In the "Item Description" field, identify the name/type of equipment to be purchased.
 In the "Program Supported" field, identify the specific program/project the equipment supports.
 In the "Organization Served" field, identify the entity that will own and operate the equipment.
 In the "# of Units Required" field, indicate the number of individual items to be purchased.

Item Description	Program Supported	Organization Served	New or Existing		Price per Unit	# Units Required	Total Amount Requested
1			Select Option				0.00
2			Select Option				0.00
3			Select Option				0.00
4			Select Option				0.00
5			Select Option				0.00
6			Select Option				0.00
7			Select Option				0.00
8			Select Option				0.00
9			Select Option				0.00
10			Select Option				0.00
Equipment Total:						\$	-

Supplies: Consumable materials or supplies, including the cost of small items of equipment that do not meet the threshold for the "Equipment" category

Directions:

In the "Item Description" field, identify the name/type of supplies to be purchased.
 In the "Program Supported" field, identify the specific program/project the supplies supports.
 In the "Organization Served" field, identify the entity that will use the supplies.
 In the "# of Units Required" field, indicate the number of individual items to be purchased.

Item Description	Program Supported	Organization Served		Price per Unit	# Units Required	Total Amount Requested	
1						0.00	
2						0.00	
3						0.00	
4						0.00	
5						0.00	
6						0.00	
7						0.00	
8						0.00	
9						0.00	
10						0.00	
Supplies Total:						\$	-

Equipment Narrative:

For each requested item to the left, provide a **brief** justification as to how it meets or fulfills the purpose/intent of the program.

- 1.)
- 2.)
- 3.)
- 4.)
- 5.)
- 6.)
- 7.)
- 8.)
- 9.)
- 10.)

Supplies Narrative:

For each requested item to the left, provide a **brief** justification as to how it meets or fulfills the purpose/intent of the program.

- 1.)
- 2.)
- 3.)
- 4.)
- 5.)
- 6.)
- 7.)
- 8.)
- 9.)
- 10.)

Training/Associated Travel: Eligible expenses for transportation, lodging, per diem, and registrations for trainings that support grant purposes

Directions:

Each line item should be dedicated to a single training cost or travel cost.

All travel expenses must follow state DAS and federal GSA regulations; luxury expenses are not allowed (e.g. first-class seating).

In the "Program Supported" field, identify the specific program/project the training supports.

In the "Organization(s) Served" field, list the entity(ies) that will have personnel attending training.

In the "Is this a Training or Travel Cost?" field, select to which this line item relates from the dropdown menu.

In the "Training or Travel Costs (Per Individual)" field, input the estimated individual travel cost or registration cost for one attendee.

Training Title	Program Supported	Organization Served	Location of Training	Is this a Training or Travel Cost?	Training or Travel Costs (Per Individual)	# of Individuals Attending	Total Amount Requested
1				Select Option			0.00
2				Select Option			0.00
3				Select Option			0.00
4				Select Option			0.00
5				Select Option			0.00
6				Select Option			0.00
7				Select Option			0.00
8				Select Option			0.00
9				Select Option			0.00
10				Select Option			0.00
					Training/Travel Total:	\$	-

Administrative Costs: Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting and staff services

Directions:

Total Administrative Costs may not exceed 10% of total funds requested, unless an exception is granted by the Commission.

In the "Item Description" field, identify the specific activities to be conducted.

In the "Program Supported" field, identify the specific program/project the expense supports.

In the "Organization" field, identify the entity that will be conducting the administrative activities.

Item Description	Program Supported	Organization Served	Total Amount Requested
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
			Administrative Total: \$ -

Training/Associated Travel Narrative:

For each requested item to the left, provide a **brief** justification as to how it meets or fulfills the purpose/intent of the program.

For travel line items, please indicate with which training it is associated.

1.)

2.)

3.)

4.)

5.)

6.)

7.)

8.)

9.)

10.)

Administrative Costs Narrative:

For each requested item to the left, provide a **brief** justification as to how it meets or fulfills the purpose/intent of the program.

1.)

2.)

3.)

4.)

5.)

6.)

7.)

8.)

9.)

10.)

Budget Request Totals: This section will be automatically calculated based on the information provided above

Budget Categories	Category Totals	
Personnel	\$ -	
Contractual Services	\$ -	
Housing & Facilities	#REF!	
Equipment	\$ -	
Supplies	\$ -	
Training/Travel	\$ -	
<i>Subtotal</i>	<i>#REF!</i>	

Administrative Costs	Total	% of Total Request
All Items	\$ -	#REF! *No more than 10%, without exception request

Total Budget Request: #REF!

**2023 – 2025 Restorative
Justice Grant Program:**

**Sample Grant Agreement
& Grant Amendment
Agreement**

CRIMINAL JUSTICE COMMISSION
RESTORATIVE JUSTICE GRANT PROGRAM
GRANT AGREEMENT # RJ-23-XX

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, hereafter referred to as “CJC,” and **Grantee Name**, hereinafter referred to as “Grantee” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of **January 1, 2025**, 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 \$XXX (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 a progress report, together with such other Project information as CJC may reasonably request, (collectively, a “Progress Report”) every quarter during the Project Period. Progress Reports must be received by CJC no later than January 25, April 25, July 25, and October 25, in each case reporting for the prior calendar quarter. Progress Reports must be submitted through CJC’s grant administration website (<https://cjc-grants/smapply.io>) 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 every quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial Reports must be received by CJC no later than January 25, April 25, July 25, and October 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 two installments according to the following disbursement schedule:

- One installment in the amount of \$XXX,XXX by January 30, 2025.
- One installment in the amount of \$XXX,XXX on April 5, 2025.

The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable 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 <https://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.
- iii. As specified in OAR 213-080-0040(3), no more than 10 percent of the Grant Funds may be used for grant-related administrative costs such as purchasing, budgeting, payroll, accounting, staff services, and other costs as deemed appropriate by CJC.
- iv. Eligible Costs are limited to those cost categories and amounts identified in the Budget Summary in Exhibit A.

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

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

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

vi. Grantee has expended all Grant Funds previously disbursed to Grantee under this Agreement.

5. Recovery of Unexpended Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended ("Unexpended Funds") 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 purchase 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; 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.

i. 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.

ii. 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.

iii. 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.

a. Indemnification.

i. *GRANTEE SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS, THE STATE OF OREGON, THE OREGON CRIMINAL JUSTICE COMMISSION, AND THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES AND*

AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES LIABILITIES, COSTS (INCLUDING ATTORNEYS' FEES) AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ii. State shall reasonably cooperate in good faith, at Grantee's reasonable expense, in the defense of a covered claim. Grantee shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Grantee. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State, its officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and its own expense at any time State determines important governmental interests are at stake. State agrees to promptly provide Grantee with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Grantee may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

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.

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. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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 forum 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.

[The signatures of the parties follow on the next page.]

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

Signature of Grantee

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission

Kenneth Sanchagrin, Executive Director

Date

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated XXXX

Sam Zeigler

Date

CJC Grant Administrator

Kaysea Beck

885 Summer St. NE

Salem, OR 97301-2524

Kaysea.Beck@cjc.oregon.gov

503-602-0640

EXHIBIT A

Project Description and Budget

Pursuant to Senate Bill 1544 (2018) and House Bill 4074 (2022), the goal of the Criminal Justice Commission’s *Restorative Justice Grant Program* (“Grant Program”) is to financially support public and private entities offering restorative justice programs. The Grant Program defines “restorative justice” as a community-based alternative to the criminal and juvenile legal systems that aims to center the needs of the harmed party and foster accountability within the responsible party without resorting to incarceration or criminal conviction.

Implementing this Project, Grantee must demonstrate: (i) coordination with community-based organizations; (ii) the ability to work collaboratively with system partners, including local law enforcement entities, courts, district attorneys and defense attorneys; and (iii) center the experiences of those harmed, encourage those who have caused harm to take responsibility and repair harm, and support persons who have been harmed, impacted community members and responsible parties in identifying solutions that promote healing, including promoting dialogue and mutual agreement.

Grantee shall use the Grant Funds to operate the XXXX Program in XXXX County, which redirects young adults/responsible parties and harmed parties out of the criminal justice system and into a restorative justice alternative.

Project Start Date:

January 1, 2025

GRANT #: RJ-23-XXXX

GRANTEE PROGRAM CONTACT:

NAME

EMAIL

TELEPHONE

Project End Date:

June 30, 2025

GRANTEE FISCAL CONTACT:

NAME

EMAIL

TELEPHONE

BUDGET SUMMARY:

Budget Category	Grant Funds Requested
Personnel	\$XXXX
Contractual Services	\$XXXX
Equipment	\$XXXX
Supplies	\$XXXX
Rent/Utilities	\$XXXX
Training/Travel	\$XXXX
Administrative Costs	\$XXXX
Total	\$XXXX

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 meet 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 \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. 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) must 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 and CJC.

CRIMINAL JUSTICE COMMISSION
RESTORATIVE JUSTICE GRANT PROGRAM
GRANT AGREEMENT # RJ-23-XX
AMENDMENT # X

This is Amendment No. X to Grant Agreement No. RJ-23-XX (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”), and Grantee Name (“Grantee”).

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.
2. Amendment to Agreement. The Agreement is hereby amended as follows:

A. Section 1 is amended and restated to update the Grant Funds amount as follows:

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$XXX (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 45 days after the Project End Date.

B. The following disbursements are added to Section 4.a:

- One installment in the amount of \$XXX no later than July 30, 2024; and
- One installment in the amount of \$XXX no later than January 5, 2025.

C. The Project End Date and Budget Summary stated in Exhibit A are amended and restated as follows:

PROJECT END DATE: June 30, 2025

BUDGET SUMMARY:

Budget Category	Grant Funds Requested
Personnel	\$XXX
Contractual Services	\$XXX
Equipment	\$XXX
Supplies	\$XXX
Rent/Utilities	\$XXX

Restorative Justice Grant Program

Grant No. RJ-23-XX

Amendment No. X

Training/Travel	\$XXX
Administrative Costs	\$XXX
Total	\$XXX

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

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The signatures of the parties follow on the next page.

Restorative Justice Grant Program

Grant No. RJ-23-~~XX~~

Amendment No. ~~X~~

THE PARTIES, by executing this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Approved by Grantee:

Signature of Grantee

Date

Name & Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission:

Kenneth Sanchagrin, Executive Director

Date

Approved for Legal Sufficiency:

By email from AAG Sam Zeigler dated **DATE**

CRIMINAL JUSTICE COMMISSION
RESTORATIVE JUSTICE GRANT PROGRAM
GRANT AGREEMENT # RJ-23-XX
AMENDMENT # X

This is Amendment No. X to Grant Agreement No. RJ-23-XX (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”), and Grantee Name (“Grantee”).

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

A. Section 1 is amended and restated to update the Grant Funds amount as follows:

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$XXX (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 45 days after the Project End Date.

B. The following disbursements are added to Section 4.a:

- One installment in the amount of \$XXX no later than July 30, 2024; and
- One installment in the amount of \$XXX no later than January 5, 2025.

C. The Project Description, Project End Date and Budget Summary stated in Exhibit A are amended and restated as follows:

Pursuant to House Bill 2204 (2021), the goal of the Criminal Justice Commission’s *Restorative Justice Grant Program* (“Grant Program”) is to financially support public and private entities offering restorative justice programs. The Grant Program defines “restorative justice” as a community-based alternative to the criminal and juvenile legal systems that aims to center the needs of the harmed party and foster accountability within the responsible party without resorting to incarceration or criminal conviction.

In implementing this Project, Grantee must demonstrate: (i) coordination with community-based organizations; (ii) the ability to work collaboratively with system partners, including local law enforcement entities, courts, district attorneys, and defense attorneys; and (iii) center the experiences of those harmed, encourage those who have caused harm to take

responsibility and repair the harm, and support persons who have been harmed, impacted community members and responsible parties in identifying solutions that promote healing, including promoting dialogue and mutual agreement.

Grantee shall use the Grant Funds to DESCRIPTION.

PROJECT END DATE: June 30, 2025

BUDGET SUMMARY:

Budget Category	Grant Funds Requested
Personnel	\$XXX
Contractual Services	\$XXX
Equipment	\$XXX
Supplies	\$XXX
Rent/Utilities	\$XXX
Training/Travel	\$XXX
Administrative Costs	\$XXX
Total	\$XXX

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

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The signatures of the parties follow on the next page.

Restorative Justice Grant Program
Grant No. RJ-23-XX
Amendment No. X

THE PARTIES, by executing this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Approved by Grantee:

Signature of Grantee

Date

Name & Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission:

Kenneth Sanchagrin, Executive Director

Date

Approved for Legal Sufficiency:

By email from AAG Sam Zeigler dated DATE

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, III IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

CONCEPTION

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: Direct Appropriation (no application) Subrecipient Award Direct Award

Award Renewal? Yes No

Lead Fund # and Department:	240-H3S Children, Family, Community Connections (CFCC)
Name of Funding Opportunity:	Criminal Justice Commission Restorative Justice Planning Grant

Funding Source: Federal – Direct Federal – Pass through State Local

Requestor Information: (Name of staff initiating form)	Abbey Bowman
Requestor Contact Information:	abowman2@clackamas.us
Department Fiscal Representative:	Cade Windell
Program Name & Prior Project #: (please specify)	Resolution Services (no project code- service code 40030505)

Brief Description of Project:

This funding will allow for services and planning of future services for Restorative Dialogue between a harmed party and the person who harmed them. The goal of the work is to promote healthy and empowered communities, have direct restitution and decrease recidivism rates amongst troubled youth and adults.

Name of Funding Agency:

Notification of Funding Opportunity Web Address:

OR

Application Packet Attached: Yes No

Completed By: Abbey Bowman

Date: 9/18/24

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application Other

Assistance Listing Number (ALN), if applicable:	None	Funding Agency Award Notification Date:	Not Available
Announcement Date:	Mid-September	Announcement/Opportunity #:	Not Available
Grant Category/Title	Criminal Justice Commission Restorative Justice Planning Grant	Funding Amount Requested:	Up to \$500,000
Allows Indirect/Rate:	15%	Match Requirement:	None
Application Deadline:	10.28.24	Total Project Cost:	Up to \$500,000
Award Start Date:	1.1.25	Other Deadlines and Description:	None
Award End Date:	6.30.25		
Completed By:	6.30.25	Program Income Requirements:	None
Pre-Application Meeting Schedule:			

Additional funding sources available to fund this program? Please describe:
None.

How much General Fund will be used to cover costs in this program, including indirect expenses?
None.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

Fund balance to cover unallowable costs

In the next section, limit answers to space available.

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

Mission/Purpose:

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

This funding will help Resolution Services provide Restorative Dialogue services to victims of crimes and both adult and youth offenders. This work aligns with the departments values of healthy communities while empowering our most vulnerable populations to succeed. It has the long term affect of lowering recidivism rates of potential re-offenders which reduces overall harm and costs of criminal behavior.

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

There are many community partners within Clackamas County who would benefit from the service such as Parrot Creek, the Juvenile Department, Coffee Creek Correctional Institution, Clackamas Womens Services and the Clackamas Sherrifs Department. There are Restorative Dialogue providers outside of Clackamas, however, Resolution Services is the ideal candidate for the work within Clackamas as they have specialized training and currently work with the Juvenile Department for Victim Offender Dialogues.

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

The objectives of this funding opportunity are to research and plan for a longer term funded adult and youth program. We will dedicate one trained and ready employee to a deep analysis of the community need and building a strong network of referrals/community partners. We will host community engagement activities and trainings, join the Clackamas Restorative Justice Committee, and make personal connections with organizational leaders to discuss what they would need from a Restorative Dialogue Program. We will also engage with contractors to offer services as we "test them out" with our community partners. All learning will go into our next grant submission with an action plan.

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

We do not currently receive funding from the CJC, however, we do have an intergovernmental agreement to provide Victim Offender Dialogue sessions for the Juvenile Department. Our community partners such as Parrot Creek and Clackamas Womens Services have expressed an interest in working with Resolution Services. Unfortunately the program does not have funding to receive additional referrals outside of the Juvenile Department. The purpose of the grant funds would be to service the demand and deepen our understanding of how RDP benefits our communities.

Organizational Capacity:

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

Resolution Services has 1 Restorative Dialogue Intern, 5 Restorative Dialogue volunteers, 1 Restorative Dialogue Coordinator and 4 mediator staff that are also trained in Restorative Dialogue. The Restorative Dialogue Coordinator currently coordinates two programs and if this funding is granted we will shift his responsibility to solely focus on RDP while increasing the hours of one part-time staff to take over the other program. This can happen during the funding time-frame.

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

Partnering is not required, however we plan to work closely with: Parrot Creek, Coffee Creek, Clackamas Womens Services, Clackamas Sheriffs Department, Clackamas DA's office, Juvenile Department, other county RDP agencies and more.

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

This is a pilot/planning project with strong expectations to continue after this first grant time-frame. If we need to sun set the program we will cease to accept referrals and no longer assign them to the contractors on our roster. Our RDP Coordinator will move back into his role of dual coordination and the part-time staff made full will either move into other funded areas of work or move back to part time. We will communicate with our partners throughout the build that we can only guarantee service until 6.30.25.

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

If funded this would enhance a current program's ability to provide service. We intend to continue the program after initial funding is exhausted but only to accept referrals that are tied to a funding source or have the ability to pay a billed rate.

Collaboration

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

As of now no other departments will collaborate on this award but Juvenile services may join and collaborate on this grant.

Reporting Requirements

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

Quarterly Progress Reports.

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

Performance will be evaluated based on the development of a deliverable - a Restorative Justice Plan for Clackamas County.

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

Quarterly Financial Reports.

Fiscal

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

None.

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

None.

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

Currently unknown, but likely.

Other information necessary to understand this award, if any.

Program Approval:

Abigail Bowman

9/20/24

Abigail Bowman

Digitally signed by Abigail Bowman
Date: 2024.09.20 15:20:25 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Adam Freer

9.23.24



Name (Typed/Printed)

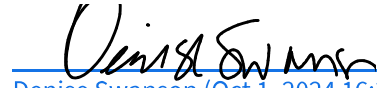
Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Denise Swanson

Oct 1, 2024


Denise Swanson (Oct 1, 2024 16:33 PDT)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

Oct 2, 2024



Name (Typed/Printed)

Date

Signature

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

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to Tracy Moreland at TracyMor@clackamas.us for Gary Schmidt's approval.

For applications \$150,000 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at

and

Grants Manager at financegrants@clackamas.us

when fully approved.

Department: keep original with your grant file.











CFCC-Lifecycle_Fund 240_Criminal Justice Comm Restorative Jus Plan_CJC Sept 2024

Final Audit Report

2024-10-02

Created:	2024-09-25
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWJ-UPIDJqArYqQYz4_47Uq7I5B9DEFjg

"CFCC-Lifecycle_Fund 240_Criminal Justice Comm Restorative Jus Plan_CJC Sept 2024" History

-  Document created by Qudsia Sediq (QSediq@clackamas.us)
2024-09-25 - 10:24:43 PM GMT- IP address: 198.245.132.3
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-  Signer dswanson@clackamas.us entered name at signing as Denise Swanson
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Signature Date: 2024-10-01 - 11:33:17 PM GMT - Time Source: server- IP address: 172.223.197.184
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
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-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
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-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
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✔ Agreement completed.

2024-10-02 - 6:57:47 PM GMT