

CRIMINAL JUSTICE COMMISSION

2010-2012

Law Enforcement Grant Program

Disrupting the Manufacture and Distribution of Illicit Drugs

Request for Applications



**APPLICATION INSTRUCTIONS, REQUIREMENTS &
APPENDIX**

CRIMINAL JUSTICE COMMISSION

885 Summer St NE

Salem, OR 97301

503-378-4830



**ONLINE APPLICATION DUE DATE:
Wednesday, June 9th, 2010 ~ by 5:00pm**

Law Enforcement Grant Program

I. Overview: State Administering Agency (SAA)

The Criminal Justice Commission's (CJC) purpose is to improve the efficiency and effectiveness of state and local criminal justice systems by providing a centralized and impartial forum for statewide policy development and planning. The Commission is charged with developing a long-range public safety plan for Oregon, which includes making recommendations on the capacity and use of state prisons and local jails, implementation of community corrections programs and methods to reduce future criminal conduct. The Commission has a role in funding and evaluating Oregon's drug courts. The Commission also conducts research, develops impact estimates of crime-related legislation, acts as a statistical and data clearinghouse, administers Oregon's felony sentencing guidelines and provides staff to the advisory committees regarding asset forfeiture and racial profiling.

In addition, CJC provides services to the Oregon criminal justice community through the administration of federal grant programs that reduce drug use and violent crime and improve the effectiveness of the criminal justice system. CJC administers several state and federal grant programs, including the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Formula Grant Program funds are appropriated under the 1988 Anti-Drug Abuse Act (Public Law 100-690), and are administered to states by the US Department of Justice, Bureau of Justice Assistance (DOJ/BJA) (3).

II. Funding and Compensation

The anticipated funding level for this grant program at the time of solicitation is **up to \$2,500,000 over a two-year period beginning October 1, 2010 and ending September 30, 2012**. These funds reflect part of CJC's annual BJA formula grant program funds as well as supplemental federal grant funds that CJC is required to disburse to "small jurisdictions." Up to \$500,000 of the grant funds will be reserved for those "small jurisdictions" listed in Appendix B. Awards will be made through a competitive Request for Application (RFA) process. Selection of competitive Applicants is based on merit of the program as revealed in response to the RFA.

Applicants selected for funding receive awards for a two-year period; however, they must re-qualify for funding each year. Qualification for continued funding will be based on current program performance, current expenditure levels, timely and accurate submission of program and fiscal reports, compliance with award terms and conditions, and the continued availability of JAG Program funds in Oregon. After two years of funding, and if additional grant funds are available, previous Grantees have the option to reapply, but they must then compete on equal standing with the total pool of Applicants.

There is no match requirement for this RFA. However, if applicants have *Other Support* for their program (both in-kind and/or cash), they need to reflect this Other Support on the application program budget as indicated. This gives CJC and the reviewers the "whole picture" in terms of overall support for the proposed project.

Funded activities must have a direct and lasting impact on efforts to disrupt the illegal manufacture and distribution of illicit drugs. Funding activities will be limited to:

- Overtime costs (only) for personnel salaries
- Contractual/Consultant Services
- Rent and Utilities
- Supplies
- Travel/Training/Conferences
- **Note:** *Specialized training for narcotics law enforcement personnel (regular and/or overtime payroll costs to attend training, registration fees, training materials, lodging and per diem costs, and transportation costs)*
- Specialized equipment, supplies, and surveillance costs to support investigation and undercover operations
- Other Expenses; i.e., investigative confidential funds

- Evaluation, expenses related to the development and implementation of evaluation data collection and analysis
- Administrative costs such as accounting, program supervision and management, payroll preparation, etc.

Note: *Administrative costs may not exceed 10% of the total proposed budget.*

The anticipated level of funding is estimated to be in the range of \$15,000 to \$125,000 per year in grant funds for a maximum of two years. Applicants are encouraged to prepare funding requests based on the specific funding priorities and funding activities described in this RFA. The actual services performed under resulting Grant Agreements and the actual funding level is subject to negotiation. The Grant Agreement payment method will be cost reimbursement up to a maximum Not-to-Exceed (NTE) amount.

III. Eligibility

Applicants eligible under this solicitation include state agencies, units of local government, and units of tribal government. A local unit of government is described as a city, county, town, township, or other general purpose political subdivision of a state and includes Indian tribes which perform law enforcement functions.

In order to receive funding under this solicitation, state, city or county departments or tribal law enforcement units **must** demonstrate an affiliation with an interagency narcotics team, drug task force, or similar multi-agency collaboration to address community-wide drug enforcement issues.

Entities representing jurisdictions that receive a direct JAG Program award from DOJ / BJA remain eligible applicants under the portion of the JAG Program administered by the State.

IV. Grant Program Goals

The JAG Program (42 U.S.C. 3751) is the primary provider of Federal criminal justice funding to States and local jurisdictions. The purpose of the JAG Program is to assist units of local government to prevent and control crime and to improve the criminal justice system. JAG funds support all components of the criminal justice system, from multijurisdictional drug task forces to courts, corrections, treatment, and justice information sharing initiatives. The State Administering Agency (SAA) designated by the Governor to administer the JAG Program in Oregon applies for the JAG Program on behalf of Oregon and collaborates with the Governor's Office in determining funding priority areas and authorizing distributions.

The JAG Program allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. **These are the purpose areas authorized for funding:**

- law enforcement programs
- prosecution and court programs
- prevention and education programs
- corrections and community corrections programs
- drug treatment and enforcement programs
- planning, evaluation, and technology improvement programs, and
- crime victim and witness initiatives

This solicitation will focus on one of the JAG purpose areas: **Law Enforcement**; and the Oregon priority area: **Law Enforcement Aimed at Disrupting the Manufacture and Distribution of Illicit Drugs**.

This Oregon priority area seeks to disrupt the manufacture and distribution of illicit drugs through the following efforts (in order of priority):

- 1) Identifying, targeting, and removing controlled substances wherever illegally manufactured or grown;
- 2) Arresting, prosecuting, and convicting traffickers; and
- 3) Protecting children from the safety and health risks associated with contact with traffickers both at home and at school.

To this end, this solicitation focuses on supporting local law enforcement agencies and drug task forces that involve both law enforcement agencies and prosecutors to enhance interagency coordination, intelligence sharing, investigation, and interdiction.

The specific priorities for this solicitation are to:

- **Enhance** efforts to reduce the manufacturing and distribution of, and trafficking in illicit drugs, particularly **methamphetamine, cocaine and heroin**.
- **Target** efforts to **investigate and dismantle Drug Trafficking Organizations (DTO's)** defined as an organization that consists of five or more persons, has a clearly defined hierarchy, and operates primarily to generate income or acquire assets through a continuing series of illegal drug trafficking activities. Drug trafficking activities refer to manufacturing, transportation, or distribution.
- **Grants targeted at small jurisdictions only**- improving quality of living, reducing illicit drug availability

Note: In order for an application to be competitive, it needs to address at least 1 of the 3 priority areas as part of its Program Narrative.

V. Application Deadline

Completed applications for the **Byrne/JAG Law Enforcement Grant Program** must be submitted electronically by the deadline of: **Wednesday, June 9th, 2010 ~ by 5:00pm**

VI. How to Apply

Step 1: Prepare your online Law Enforcement Grant application via CJC's new **Oregon Online Grants System**; www.cjcgrants.com. Your organization **will need to register online first** before you can access the application component of the system. *Contact CJC Grants Coordinator, Lorin Dunlop at 503-378-4078 or lorin.dunlop@state.or.us if you need registration assistance.*

Step 2: Finalize and submit your online, electronic Law Enforcement Grant application no later than Wednesday, June 9th, 2010 ~ by 5:00pm. This is an electronic deadline and all grants must be received online. **Late online applications will not be accepted.**

Note: There is no need to mail an original or hard copies of your application to the CJC. All copies for the Advisory Review Committee will be made in-house. **You simply need to submit your application online.**

Step 3: Upon initial screening of your online grant application, if the CJC Grants Staff determines there are some necessary modifications that need to be made to the application before it can be moved on to panel review, you will receive an electronic notice asking for revisions to be made within a specified timeframe. **Note:** *Requests for modifications will be rare as the CJC maintains that part of the competitive process is quality and effective grantsmanship.*

Estimated Grant Application Timetable:

Monday, May 3, 2010	Request for Applications (RFA) opens
Wednesday, June 9, 2010	RFA Closes. Electronic submissions must be received by 5pm
Monday, September 6, 2010 (approx)	Award Letters/Grant Award Agreements sent to Grantees
Monday, September 13, 2010 (approx)	End of 7 day protest period

VII. Application Contents and Requirements

Cover Sheet

Identifying information must be provided on the cover sheet section of the online application. Applicants will provide a brief **Program Abstract** on this section. The abstract should summarize the scope of the project, state the problem or need, objectives and outcomes to be gained.

Program Narrative

Using the online application, provide a **Program Narrative** that presents a detailed description of the purpose, goals, objectives, strategies, design and management of the proposed program. The Program Narrative also describes the applicant's approach in its community.

Note: The online system will indicate specific text limits for responses to each of the following areas. Applicants will not be allowed to go over the text limits. (The completed Program Narrative when printed out as a PDF, will be no more than 10 pages, single spaced.)

The **Program Narrative** must address the following areas:

- **Needs Assessment.** Document the need and explain the problem. Include relevant facts, statistics, or other measures of the problem/need.
- **Project Goals.** Provide a broad statement, written in general terms, that conveys the program's intent to change, reduce or eliminate the problem described. Provide an outline of the specific goal(s) of the project.
- **Project Objective.** Identify the specific milestones aimed at achieving the goal(s). Objectives should be specific, measurable, achievable, realistic and tangible. Specific **Performance Measures** will be reported in quarterly and final Progress Reports. (See Progress Report section below.)
- **Implementation Plan.** Describe specific steps that will be taken or projects that will be funded to accomplish each objective. Collaboration is expected to be an important factor in the successful planning and implementation of a program. Applicants should develop their proposed programs through a collaborative process that involves the agencies / organizations in their community that will be impacted by the proposed program, and must describe the nature and extent of this collaborative planning.

Note: Applicants must attach a **Memorandum of Understanding** that clearly states the specific roles and responsibilities of each entity involved.

Note: *It is strongly recommended that all law enforcement agencies who receive grant funding will agree to share investigative information except where disclosure is prohibited by law (e.g., grand jury secrecy, privacy of taxpayer information, and Title III restrictions) and will fully participate in the case, subject and geo-event deconfliction system, via OSIN, which is managed by the Oregon Department of Justice led HIDTA Intelligence and Investigative Support Center. Agencies that choose not to should provide a strong justification for not participating.*

- **Evidence of Staff Competency.** The professional preparation and experience of identified or planned staff must be described in relation to the knowledge and skills needed to work specifically in law enforcement programs aimed at disrupting the manufacture and distribution of illicit drugs.
- **Evaluation.** Document the data you intend to collect to verify that the objectives have been met. Clearly state what data will be collected, how, by whom and when.

Proposed Budget and Narrative

A detailed budget must be prepared describing costs for **Year 1** of the program. Applicants will be asked to provide an *estimated Year 2* budget summary only.

Categories of expenses included are: personnel salaries (overtime only), contractual / consultant services, rent and utilities, supplies, travel / training / conferences, equipment, administration, evaluation and other expenses that do not fall under one of the above categories.

VIII. Application Review and Award Decisions

Review Process

CJC will oversee an impartial review of all applications received electronically by 5:00pm on June 9, 2010. **Each application will initially be examined for responsiveness to the guidelines provided in this RFA related to eligibility, timeliness and content.** An application may be deemed non-responsive if it does not conform to the application requirements. All applications that are responsive to the guidelines will be scored by CJC staff and an **Advisory Review Committee**.

IX. Award Decisions; Protests

Awards. The grant award recommendations will be forwarded to the **Criminal Justice Commission Members**, who will then make **final** award decisions. CJC may consider other factors such as need and geographical considerations in making award decisions. CJC will issue *Award Notification Letters and Grant Award Agreements* by September 6, 2010 (approximately).

Protests. Award protests must be submitted to the CJC and must be received within seven (7) calendar days after the date of the *Award Notification Letter*. CJC may not consider late protests. An applicant shall submit the protest to CJC in writing and shall specify the grounds for the protest to be considered by CJC. The CJC shall consider and respond in writing to a protest in a timely manner.

X. State Administering Agency Award Conditions

It is the role for the Oregon Criminal Justice Commission (CJC) to ensure that use of the funds, as awarded, comply with the grant to CJC by the U.S. Department of Justice, Bureau of Justice Assistance for the use of the funds. CJC reserves all rights regarding this Opportunity, including but without limitation, the right to:

- Amend or cancel this Opportunity without liability if it is in the best interest of the public to do so;
- Reject any and all Applications upon finding that it is in the best interest of the public to do so;
- Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Opportunity;
- Reject any Applications that fail to substantially comply with all prescribed solicitation procedures and requirements;
- Amend at CJC's sole discretion, any agreements that are a result of this Opportunity;
- Engage other grantees or contractors by selection or procurement independent of this Opportunity process or any contracts/agreements under it;
- Accept Applications in whole or in part. CJC is under no obligation to do so, but at its discretion may request additional information or clarification from Applicants for the purposes of assuring a complete understanding of the Applications and supporting an accurate review, evaluation and comparison;
- Require Applications be modified if it is found to be in the best interest of the public;
- Extend any agreement resulting from this Opportunity without an additional solicitation process;
- Modify type of agreement vehicle employed, based on what the CJC deems appropriate to the type of work for which funds may be awarded, if it is in the best interest of the public to do so.

Grant Award Agreement. Grantees of the Byrne/JAG Law Enforcement Grant Program must agree to grant award conditions set forth by the Criminal Justice Commission, and will be required to enter into a grant award agreement substantially in the form attached hereto as **Appendix A (example only)**.

Small Jurisdictions. Up to \$500,000 of supplemental federal grant funds will be reserved for successful applications from small jurisdictions listed on **Appendix B**.

Performance Measures. CJC may negotiate the program performance measures and other components of the Application. In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by CJC, then CJC reserves the right to cancel the award with the Grantee.

Proof of Insurance. The successful Grantee(s) must provide all required proofs of insurance within fourteen (14) calendar days of receipt of Award Notification Letter/Grant Award Agreement. Failure to provide the required documents within the fourteen (14) calendar-day period may result in Application rejection. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Grant Award Provisions.

EEOP Compliance. Successful Grantees(s) must submit a Certification of EEOP Compliance within sixty (60) days of receipt of Award Notification Letter/Grant Award Agreements. Click link for copy of document. <http://www.oregon.gov/CJC/docs/EEOPComplianceAPPENDIXF.doc>

Audit Certification. The successful Grantee(s) must submit an Audit Certification within sixty (60) days after the end of the Applicant's fiscal year. Click link for copy of document. <http://www.oregon.gov/CJC/docs/AuditCertifAPENDIXG.doc>

BJA Online Training Requirement. The grantee agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's website and the Center for Task Force Integrity and Leadership (www.ctfli.org).

XI. Monitoring

CJC will monitor whether grantees are operating their programs as described in their approved applications, working toward their program goals and outcome objectives as described in their approved applications or as modified in collaboration with CJC, and following appropriate fiscal procedures.

- **To assist CJC in this process, grantees must submit regularly scheduled progress reports and participate in periodic communications and occasional site visits by CJC.**

XII. Progress Reports

Grantees will be **required to submit quarterly and cumulative Progress Reports as scheduled** via the Oregon Online Grants System. In addition to assisting CJC in monitoring grantee programs, progress reports may be used by CJC to assist other agencies undertaking similar programs, to justify continued funding of the Byrne/JAG Law Enforcement Grant Program, and to provide information to such entities as the Governor's Office and the Legislature.

Grantees will be asked to report on the following **Performance Measures** for each Progress Report:

1. Number of New Investigations Initiated
2. Total number of individuals arrested based on Task Force activity during the reporting period

3. Number of firearms seized
4. Number of DTO's disrupted or dismantled
5. Drug amounts seized during reporting period for the following drugs:
 - a.) heroin (grams)
 - b.) cocaine HCl (grams)
 - c.) crack cocaine (grams)
 - d.) marijuana/bulk (grams)
 - e.) marijuana/indoor (plants)
 - f.) marijuana/outdoor (plants)
 - g.) methamphetamine powder (grams)
 - h.) crystal methamphetamine (grams)
 - i.) Ecstasy (du)
 - j.) MDMA (grams)

Grantees will also be asked to answer the following narrative questions:

1. What were your accomplishments within this reporting period?
2. What problems/barriers did you encounter if any, within the reporting period that prevented you from reaching your goals?
3. Are you on track to fiscally and programmatically complete your program as outlined in your grant application?

Additional narrative questions may be added during the lifecycle of the grant.

<h3>XIII. Requests for Reimbursement</h3>

Grantees will be required to submit online quarterly Requests for Reimbursements (RFR's) through the *Oregon Online Grants System*. Reimbursements will be made to grantees only for goods or services identified in the approved application budget, and only for actual expenses incurred during the grant period.

Reimbursement Documentation

In an effort to streamline the RFR process, we will only require that a simple spreadsheet summary be attached to the RFR along with invoices that are over \$500.00 in total and all major travel invoices (air fare, hotel, car rental). We are not asking for, nor do we require payroll timesheets or small miscellaneous items such as parking receipts, office supplies etc., unless the overall invoice total is \$500.00 or more. These items must be shown on the spreadsheet in the appropriate category, but the invoice is not required to be submitted if it is under \$500 total. If sub-awards are made and the grantee has copies of invoices/receipts from their contactors that total \$500.00 or more, they should be submitted. If the invoices are not available, the grantees are not required to submit them. All documented expenses (timesheets, invoices, travel charges, confidential fund receipts) need to be kept and available for future audit whether they are submitted to CJC for review or not submitted.

To summarize, required fiscal documentation includes:

- Spreadsheet that shows the major category details
- All invoices over \$500.00
- All major travel invoices (airfare, hotel, car rental)

The following do NOT need to be submitted, but must be available upon request:

- Invoices under \$500.00
- Personnel/payroll records
- **All requests for reimbursement must include supporting documentation (as described above) to substantiate claims of expenses incurred. Payments will be withheld when any documentation is not provided and / or any progress report is outstanding.**

Reimbursements will be made to grantees no more than quarterly unless otherwise determined by the Criminal Justice Commission.

Due Dates for Progress Reports and Requests for Reimbursement:

Progress reports and requests for reimbursement will be **due within 30 days of the end of each quarter*** of the grant period as follows:

Quarter:

October 1–December 31, 2010

January 1–March 31, 2011

April 1–June 30, 2011

July 1 – September 30, 2011

Due Date:

January 31, 2011

April 30, 2011

July 31, 2011

October 31, 2011

*If the due date falls on a weekend, Monday is the deadline.

Annual and cumulative reports will be due three months following the end of the reporting period, on December 31 of each year.

CJC Grants Staff Contact Information:

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Grants Coordinator
885 Summer Street NE
Salem, OR 97301
503-378-4078; lorin.dunlop@state.or.us

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Fiscal Analyst
885 Summer Street NE
Salem, OR 97301
503-378-4068; mark.werner@state.or.us

GRANT AWARD AGREEMENT & PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between the State of Oregon, acting by and through its Department of Oregon Criminal Justice Commission, hereafter called CJC, and the forenamed Grantee.
- B. Effective Date and Duration. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when CJC accepts Grantee's completed performance or on <DATE>, whichever date occurs last. Agreement termination shall not extinguish or prejudice CJC's right to enforce this Agreement with respect to any default by Grantee that has not been cured.
- C. Grant Award and Performance Measures. In accordance with the terms and conditions of this Agreement, Grantee shall implement the Edward Byrne Memorial Justice Assistance Grant Program ("JAG") as described in the Program Narrative and the Goals, Outputs, and Performance Measures of Grantee's JAG Grant Application (the "Program") and accomplish Program activities and performance measures as stipulated in the agreed upon progress report.
- D. Agreement Documents. This Agreement consists of the following documents, and any other document referenced, which are listed in descending order of precedence: this Agreement, grant application, *Grant Management Handbook*, progress report, Monitoring Policy and Procedures, Audit Certification, Certification of EEO Compliance, and Confidential Funds Certification (as required).
- E. Source of Funds. Payment for the Program will be from the Federal Edward Byrne Memorial Justice Assistance Grant (JAG) funds, CFDA #16.738.
- F. Merger Clause; Waiver. This Agreement and referenced documents constitute 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. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.

TERMS AND CONDITIONS

II. Conditions of Award

- A. The Grantee agrees to operate the Program as described in Grantee's application and to expend funds only in accordance with the approved budget unless the Grantee receives prior written approval by CJC to modify the Program or budget. **Grantee agrees to cooperate with CJC to negotiate, if necessary, progress report activity goals and performance measures for the Grantee and any contractual services.** CJC may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJC. Failure of the Grantee to operate the Program in accordance with the written agreed upon objectives contained in the grant application, progress report, and budget will be grounds for immediate suspension or termination, or both, of the grant Agreement pursuant to Section IV of this Agreement.
- B. Funds Available and Authorized; Payments. Grantee shall not be compensated for work performed under this Agreement by any other agency or department of the State of Oregon. CJC certifies that it has sufficient funds currently authorized for expenditure to finance costs of this Agreement within CJC's current biennial appropriation or limitation. Grantee understands and agrees that CJC's payment of amounts under this Agreement is contingent on CJC receiving appropriations, limitations,

allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

- C. The Grantee agrees that all public statements referring to the Program must state that funds for this Program come from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and must state the percent or dollar amount of federal funds used in the Program.

D. Maintenance, Retention and Access to Records; Audits.

1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years following termination or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Award, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://www.ojp.usdoj.gov/financialguide/index.htm>; and apprise itself of all rules and regulations set forth.
2. Access to Records. CJC, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
3. Audits. If Grantee *expends* \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.D.2. (Access to Records) herein.
4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If 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, costs for performance of that audit shall not be charged to this grant.

E. Funding.

1. Matching Funds. **The Grantee acknowledges by accepting grant funds that all reported match is in the form of a cash match or in-kind and not other Federal funds.** The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for the Program funded by the source referenced in I.E. (Source of Funds) during the grant period to support the goals, objectives and activities as identified in the grant application and reporting document. Match funds cannot be used to support activities that are not concurrently supported by these grant funds. The Grantee certifies that match funds required to pay the non-Federal portion of the Program shall be in addition to funds that would otherwise be made available to fund programs within the previously referenced grant guidelines. **Matching Funds are not required for the Re-Entry Resource Center Grant Program.**
2. Supplanting. The Grantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal

aid, would be made available to the Grantee to fund programs consistent with grant guidelines referenced in I.E. (Source of Funds).

F. **Reports. Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments or termination of the grant Agreement.**

1. **Progress Reports.** The Grantee agrees to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. Progress reports must include data on performance measures as required by the Bureau of Justice Assistance. Reports must be received no later than <DATES>. **Any progress report that is outstanding for more than one month past the due date may cause the suspension or termination of the grant.** Grantee must receive prior approval from CJC to extend a progress report requirement past its due date.
2. **Financial Reimbursement Reports.**
 - a. In order to receive reimbursement, the Grantee agrees to submit to CJC, 885 Summer Street NE, Salem, Oregon 97301, the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures.** RFRs must be received no later than <DATES>. Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension or termination of the grant.** Grantee must receive prior approval from CJC to extend an RFR requirement past its due date.
 - b. Reimbursement rates for travel expenses shall not exceed those allowed by the Federal travel policy. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
 - c. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.
 - d. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before <DATES>.
3. **Procurement Standards**
 - a. Grantee shall follow the same policies and procedures it uses for procurement from its non-Federal funds. Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
 - b. 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 program and what is being contracted for, an explanation of why it is necessary to contract 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. Interagency agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

- c. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft 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 of such procurement. Any request for exemption must be submitted in writing to CJC.
4. Audit Reports. Grantee shall provide CJC copies of all audit reports pertaining to this Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

G. Monitoring.

1. CJC is responsible for monitoring and reviewing the activities of Grantee to ensure that all services provided by Grantee under this Agreement conform to State and Federal standards and other performance requirements specified in the Agreement. After reasonable notice and as often as CJC may deem necessary during the grant award period, CJC may perform program and fiscal monitoring.
2. Grantee shall provide for program and fiscal reviews, including meetings with consumers, subcontractors, and evaluators, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff and stakeholders directly or indirectly involved in the performance of this Agreements, when requested to do so by CJC for purpose of monitoring pursuant to the Monitoring Policy and Procedures.

H. Ownership of Work Product.

1. Definitions. As used in this Section, and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - a. “Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Program.
 - b. “Third Party Intellectual Property” means any intellectual property owned by parties other than CJC or Grantee.
 - c. “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to CJC pursuant to the Program.
2. Original Works. All Work Product created by Grantee pursuant to the Program performed under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of CJC. CJC and Grantee agree that such original works of authorship are “work made for hire” of which CJC is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Program is not “work made for hire,” Grantee hereby irrevocably assigns to CJC any and all of its rights, title, and interest in all original Work Product created pursuant to the Program, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon CJC’s reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in CJC. Grantee forever waives any and all rights relating to original Work Product created pursuant to the Program, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual

Property, Grantee hereby grants to CJC an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on CJC's behalf.

In the event that Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on the CJC's behalf and in the name of CJC an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on CJC's behalf.

3. Grantee Intellectual Property. In the event that Work Product is Grantee Intellectual Property Grantee hereby grants to CJC an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Grantee Intellectual Property, and to authorize others to do the same on CJC's behalf.
4. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Grantee shall secure on the CJC's behalf and in the name of CJC, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on CJC's behalf.

I. Indemnity.

1. General Indemnity. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, Grantee shall defend, save, hold harmless, and indemnify within the limits and subject to the restrictions of the Oregon Tort Claims Act, if applicable, the State of Oregon and CJC and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, or agents under this Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or CJC.
2. To the extent permitted by Article XI, Section 7, or the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, State and CJC shall defend, save, hold harmless, and indemnify within the limits and subject to the restrictions of the Oregon Tort Claims Act, if applicable, Grantee and its officers, employees and agents against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of the State of Oregon and CJC or its officers, employees, or agents under this contract, except for liability arising solely out of the wrongful acts of employees or agents of Grantee.
3. Indemnity for Infringement Claims. Without limiting the generality of the previous section, Grantee expressly agrees to defend, indemnify, and hold CJC, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to CJC by Grantee that may be the subject of protection under any state or Federal intellectual property law or doctrine, or the CJC's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that State of Oregon shall provide Grantee with prompt written notice of any infringement claim.
4. Control of Defense and Settlement. The Indemnitor shall have control of the defense and settlement of any claim that is subject to the previous sections; however, neither Grantee nor any attorney engaged by Grantee shall defend a claim in the name of the State of Oregon or any CJC of the State of Oregon, nor purport to act as legal representative of the State of

Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Grantee settle any claim on behalf of the State of Oregon without the approval of the Attorney General. An indemnitee under this Section II.I. may, at its election and expense, assume its own defense and settlement in the event that the indemnitee determines that the indemnitor is prohibited from defending the indemnitee, or is not adequately defending the indemnitee's interests, or that an important governmental principle is at issue and the indemnitee desires to assume its own defense.

J. Insurance.

1. Workers' Compensation. All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements.
2. Professional Liability Insurance. Grantee shall obtain and maintain in effect with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, professional liability insurance covering professional liability arising from the conduct and implementation of the Program, from an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$1,600,000 combined single limit per occurrence, \$3,200,000 aggregate limit for all claims per occurrence.
3. Comprehensive or Commercial General Liability Insurance. Grantee shall obtain and maintain in effect with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, comprehensive or commercial general liability insurance covering personal injury and property damage arising from the conduct and implementation of the Program (including contractual liability coverage for the indemnity provided in this Agreement) from an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$1,600,000 combined single limit per occurrence, \$3,200,000 aggregate limit for all claims per occurrence for bodily injury, and \$100,000 combined single limit per occurrence, \$500,000 aggregate limit for all claims per occurrence for property damage for the period from the effective date of this Agreement to January 1, 2010, and thereafter as adjusted by the State Court Administrator pursuant to Oregon Laws 2009, Chapter 67, Section 5.
4. Automobile Liability Insurance. If in the conduct and implementation of the Program, Grantee provides transportation for and/or transports individuals in automobiles, Grantee shall obtain and maintain in effect with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,600,000 combined single limit per occurrence, \$3,200,000 aggregate limit for all claims per occurrence, for bodily injury, and \$100,000 combined single limit per occurrence, \$500,000 aggregate limit for all claims per occurrence for property damage, for the period from the effective date of this Agreement to January 1, 2010 and thereafter as adjusted by the State Court Administrator pursuant to Oregon Laws 2009, Chapter 67, Section 5, including coverage for owned, hired or non-owned vehicles, as applicable.
5. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Grantee or its insurer(s) to Oregon Criminal Justice Commission.
6. Certificates of Insurance. As evidence of the insurance coverages required by this Agreement, and prior to the execution of this Agreement, Grantee shall furnish certificate(s) of insurance to Oregon Criminal Justice Commission. Automobile Liability and Commercial General Liability insurance coverage required by this section must name the State of Oregon, Oregon Criminal Justice Commission, including its officers and employees as Additional Insureds but only with respect to acts or omissions of the Grantee, its officers, employees or agents

under this Agreement or in the conduct or implementation of the Program to be provided under this Agreement. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- K. No Implied Waiver, Cumulative Remedies. The failure of either party to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- L. Governing Law; Venue; Consent to Jurisdiction. 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. Any claim, action, suit, or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon of proper jurisdiction; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **The parties By Execution Of This Agreement, Hereby Consent To The In Personam Jurisdiction Of Said Courts.** Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- M. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
- N. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or CJC at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipients' email system. 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.
- O. Subcontracts, Successors and Assignments.
1. Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without CJC's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Federal funds. CJC's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
 2. This Agreement shall be binding upon and inure to the benefit of CJC, Grantee, and their respective successors and assigns, if any.
 3. Grantee may not assign, delegate, or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of CJC.

4. The parties acknowledge and agree that if the Oregon Legislative Assembly transfers the functions of CJC to another agency, this agreement shall be assigned to that successor agency.
- P. No Third Party Beneficiaries. CJC and Grantee are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.D. (Maintenance, Retention and Access to Records; Audits); Section II.F. (Reports); and Section II.I. (Indemnity).
- R. 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.
- S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.
- T. Recovery of Funds.
1. Recovery of Overpayments. Grantee shall be accountable for and shall repay any overpayment or any amounts resulting from any breach of this Agreement that results in a debt owed to the Federal Government. CJC may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129. The parties agree to go through the process provided in Section IV.B. before Grantee is required to make any payment under this paragraph.
 2. Recovery of Unexpended Funds. Any grant funds disbursed to Grantee that remain unexpended on the termination of this Agreement (“Unexpended Funds”) must be returned to CJC. Grantee may, at its option, satisfy its obligation to return Unexpended Funds under this Section by paying to CJC the amount of Unexpended Funds or permitting CJC to recover the amount of the Unexpended Funds from future payments to Grantee from CJC. If Grantee fails to return the amount of the Unexpended Funds within fifteen (15) days after the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and CJC may deduct the amount demanded from any future payment from CJC to Grantee, including but not limited to, any payment to Grantee from CJC under this Agreement and any payment to Grantee from CJC under any contract or agreement, present or future, between CJC and Grantee. If no such contracts or agreements are in effect and no future contracts or agreements between Grantee and CJC are contemplated by CJC 15 days after the date this Agreement is terminated, Grantee shall return the Unexpended Funds to CJC.
 3. Recovery of Misexpended Funds. If CJC alleges that Grantee expended funds in violation or contravention of this Agreement, CJC and Grantee shall enter into nonbinding discussions under Section IV.B. within 15 days of CJC's notice to Grantee of the allegation, with such discussions to be concluded within 45 days of CJC's notice to Grantee. If the parties determine that funds were in fact expended in violation or contravention of this Agreement (“Misexpended Funds”) then the Misexpended Funds shall be replaced by Grantee within 15 days of that determination, unless CJC agrees to another time or method of repayment. If the parties do not agree on the amount of Misexpended Funds, CJC may recover the amount determined by CJC to be Misexpended Funds from any future payment from CJC to Grantee, including, but not limited to, any payment to Grantee from CJC under this agreement and any payment to Grantee from CJC under any contract or agreement, present or future, between CJC and Grantee. If no such contracts or agreements are in effect and no future contracts or agreements between Grantee and CJC are contemplated by CJC 15 days after the

date of the determination of Misexpended Funds, Grantee shall return the Misexpended Funds to CJC.

- U. Amendments. CJC may agree to amend this to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

III. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and CJC in the performance of this Agreement. Without limiting the generality of the foregoing, Grantee agrees to comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by CJC, including but not limited to:
 1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
 5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 7. Clean Air Act, 42 USC 7401 et seq.
 8. Clean Water Act, 33 USC 1368 et seq.
 9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
 11. Endangered Species Act of 1973, 16 USC 1531 et seq.
 12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
 13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
 14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
 15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
 16. Indian Self-Determination Act, 25 USC 450f.
 17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.

18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

C. Standard Assurances and Certifications Regarding Lobbying.

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subgrantees will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990;
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to CJC. CJC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance.

1. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).
2. Services to Limited-English-Proficient (LEP) Persons.
National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- F. Equal Employment Opportunity Plan (EEOP). If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this Agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an EEOP relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this Agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an EEOP relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an EEOP as required by this section will be in effect on or before the effective date of this Agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this Agreement or in aggregate Federal grant funds in any fiscal year, shall in addition submit a copy of its EEOP at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, EEOP by the Office for Civil Rights, Office of Justice Programs, Bureau of Justice Assistance.

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements.

- G. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
 - a. new construction;
 - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
 - c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.
- H. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).
 4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:

- a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace.

IV. Default, Remedies, Termination

A. Default by Grantee. Grantee shall be in default of this Agreement if:

1. Grantee fails to comply substantially with the requirements or statutory objectives of the grant guidelines referenced in I.E. (Source of Funds) or other provisions of Federal law.
2. Grantee fails to have Program operational within 90 days of the award period start date.
3. Grantee fails to make satisfactory progress toward the goals and objectives and comprehensive evaluation plan set forth in the application or the progress report.
4. Grantee fails to adhere to the requirements and the terms and conditions of the grant award.
5. Grantee proposes or implements substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
6. Grantee fails to submit the required financial, program or audit reports, or to respond to monitoring reports, or to resolve financial, program, or audit issues.
7. Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
8. Grantee fails to comply substantially with any other applicable Federal or State statute, regulation, or guideline.

B. Default by CJC. CJC shall be in default of this Agreement if:

1. CJC fails to pay Grantee any amount pursuant to the terms of this Agreement, and CJC fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice; or
2. CJC commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.

C. Remedies upon Default. Notwithstanding any other term or provision in this Agreement, CJC will provide reasonable notice to the Grantee if CJC believes Grantee is or may be in default and will attempt to resolve the problem informally. The parties shall engage in nonbinding discussions to give Grantee an opportunity to present reasons why it believes it is not in default or that the default is not material and give CJC an opportunity to withdraw its notice. The parties may also negotiate an appropriate resolution of the default, including without limitation the amount of any Misexpended Funds. If Grantee does not cure any default within 30 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 withholding of reimbursement, termination or suspension of this Agreement, return of all or a portion of the grant funds, payment of interest earned on the grant funds, declaration of ineligibility for the receipt of future grant awards from CJC, and damages to CJC. If, as a result of Grantee's default, CJC demands return of all or a portion of the grant funds or payment of interest earned on the grant

funds, Grantee shall pay the amount upon CJC's demand after the process described in this Section.

D. Termination.

1. CJC Termination. CJC may terminate this Agreement:

- a. Immediately upon written notice to Grantee, if CJC does not obtain sufficient funding, appropriation, limitations, allotments or other expenditure authority to allow CJC to meet its payment obligations under this Agreement.
- b. Immediately upon written notice to Grantee if state or Federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the CJC does not have the authority to provide grant funds for the Program or no longer has the authority to provide the grant funds from the planned funding source.
- c. Upon 30 days advance written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as CJC may specify in the notice.
- d. Immediately upon written notice to Grantee, if any license or certificate required by law or regulation to be held by Grantee to implement the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that Grantee no longer meets requirements to operate the Program.
- e. Immediately upon written notice to Grantee, if CJC determines that there is a threat to the health, safety or welfare of any individual receiving Services as part of the Program.

2. Grantee Termination. Grantee may terminate this Agreement:

- a. Upon 30 days advance written notice to CJC, if 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. If Grantee terminates this Agreement under this Section, CJC may end all further disbursements of grant funds upon receipt of Grantee's termination notice but Grantee shall not be required to repay to CJC any grant funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.
- b. CJC fails to pay Grantee any amount pursuant to the terms of this Agreement, and CJC fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.
- c. CJC commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and CJC fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.

3. Effect of Termination. Upon termination of this Agreement, CJC shall have no further obligation to disburse grant moneys to Grantee, whether or not the entire grant has been disbursed to Grantee, and Grantee's authority to expend previously disbursed grant funds shall end. 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 under this Agreement, or with respect to portions of the Work actually implemented. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Grantee's representations and warranties, reporting obligations, record-keeping and access obligations, obligation to comply with applicable law, the restrictions and limitations on Grantee's expenditure of grant funds actually received by Grantee hereunder, Grantee's

indemnification obligations, Grantee's obligations related to Work Product, Grantee's obligation to repay any overpayment of grant funds or CJC's right to recover any grant funds from Grantee in accordance with the terms of this Agreement.

4. Return of Property. Upon termination of this Agreement for any reason whatsoever, Grantee shall immediately deliver to CJC all CJC property (including without limitation any Work or Work Products for which CJC has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such CJC property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Grantee shall immediately cease all activities under this Agreement, unless CJC expressly directs otherwise in such notice of termination. Upon CJC request, Grantee shall surrender to anyone CJC designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

V. Representations and Warranties

Grantee represents and warrants to CJC as follows:

- A. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) 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 are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- D. Approvals. 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.

The Administering Agency, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by Grantee to execute this Agreement on Grantee's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to CJC.

Approved by Administering Agency

Signature of Authorized Administering Agency Official

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Oregon Criminal Justice Commission

Craig Prins, Executive Director
Oregon Criminal Justice Commission

Date

Approved for Legal Sufficiency
(Required for Agreements in excess of \$100,000)

Assistant Attorney General

Date

ALBANY	GARIBALDI CITY
AMITY CITY	GEARHART CITY
ASHLAND CITY	GERVAIS CITY
ASTORIA CITY	GILLIAM COUNTY
ATHENA CITY	GLADSTONE CITY
AUMSVILLE CITY	GOLD BEACH CITY
AURORA	GOLD HILL CITY
BAKER	GRANT COUNTY
BAKER COUNTY	GRANTS PASS CITY
BANDON CITY	HARNEY COUNTY
BANKS	HEPPNER CITY
BENTON COUNTY	HERMISTON
BOARDMAN	HINES CITY
BROOKINGS CITY	HOOD RIVER
BURNS CITY	HOOD RIVER COUNTY
BURNS-PAIUTE TRIBAL CITY	HUBBARD CITY
BUTTE FALLS CITY	INDEPENDENCE CITY
CANBY CITY	JACKSONVILLE CITY
CANNON BEACH CITY	JEFFERSON COUNTY
CARLTON CITY	JOHN DAY CITY
CENTRAL POINT	JOSEPHINE COUNTY
CLATSKANIE CITY	JUNCTION
CLATSOP COUNTY	KEIZER
COBURG CITY	KING
COLUMBIA COUNTY	KLAMAS FALLS CITY
CONDON CITY	KLAMATH COUNTY
COOS BAY CITY	LA GRANDE CITY
COOS COUNTY	LAKE COUNTY
COQUILLE	LAKE OSWEGO CITY
CORNELIUS CITY	LAKEVIEW CITY
CORVALLIS CITY	LEBANON CITY
COTTAGE GROVE CITY	LINCOLN
CRESWELL	LINCOLN COUNTY
CROOK COUNTY	LINN COUNTY
CULVER POLICE DEPT	MADRAS
CURRY COUNTY	MALHEUR COUNTY
DALLAS CITY	MARTIN FREEWATER
DALLES CITY	MCMINNVILLE CITY
DESCHUTES COUNTY	MILWAUKIE CITY
DOUGLAS COUNTY	MOLALLA CITY
DUNDEE CITY	MONMOUTH CITY
EAGLE POINT CITY	MORROW COUNTY
ELGIN CITY	MOUNT ANGEL CITY
ENTERPRISE CITY	MYRTLE CREEK CITY
ESTACADA	MYRTLE POINT CITY
FAIRVIEW CITY	NEHALEM BAY CITY
FALLS CITY	NEWBERG CITY
FLORENCE CITY	NEWPORT
FOREST GROVE CITY	NORTH BEND CITY

NORTH PLAINS CITY
NYSSA CITY
OAKLAND CITY
OAKRIDGE CITY
ONTARIO CITY
OREGON
PENDLETON CITY
PHILOMATH CITY
PHOENIX CITY
PILOT ROCK CITY
POLK COUNTY
POWERS CITY
RAINIER CITY
REDMOND CITY
REEDSPORT CITY
ROCKWAY CITY
ROGUE RIVER CITY
ROSEBURG CITY
SANDY CITY
SCAPPOOSE CITY
SEASIDE CITY
SHADY COVE CITY
SHERMAN COUNTY
SHERWOOD CITY
SILVERTON CITY
SISTERS CITY
ST HELENS CITY
STANFIELD CITY
STAYTON
SUTHERLIN
SWEET HOME CITY
TALENT POLICE DEPT
TILLALMOOK CITY
TILLAMOOK COUNTY
TOLEDO CITY
TROUTDALE CITY
TUALATIN
TURNER CITY
UMATILLA CITY
UMATILLA COUNTY
UMATILLA TRIBAL CITY
UNION CITY
UNION COUNTY
VALE CITY
VENETA
WALDPORT POLICE DEPT
WALLOWA COUNTY
Warm Springs Agency
WARRENTON CITY
WASCO COUNTY
WEST LINN CITY
WESTON CITY
WHEELER COUNTY
WILLAMINA
WINSTON CITY
WOODBURN CITY
YAMHILL COUNTY