

T. J. E. I.

ABBREVIATED CONSENT CALENDAR FORMAT

Memorandum Date: September 12, 2011
Order Date: September 28, 2011

TO: Board of County Commissioners
DEPARTMENT: Sheriff's Office
PRESENTED BY: Joan Copperwheat, Manager, Parole & Probation Services
AGENDA ITEM TITLE: IN THE MATTER OF ACCEPTING A GRANT AWARD IN THE AMOUNT OF \$147,078.65 FROM OREGON CRIMINAL JUSTICE COMMISSION FOR DRUG COURT IMPLEMENTATION AND ENHANCEMENT AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN GRANT-RELATED DOCUMENTS

I. **MOTION** Move to Accept Grant Award In The Amount of \$147,078.65 From Oregon Criminal Justice Commission For Drug Court Implementation And Enhancement And Delegating Authority To The County Administrator To Sign Grant-Related Documents

II. **DISCUSSION**

A. **Background / Analysis**

The Lane County Adult Drug Court operates under the jurisdiction of the Lane County Circuit Court and was established in 1994. Drug Court is a criminal justice model that has proven to reduce criminal recidivism and costs of health care, food stamps, unemployment, child welfare and other costs to the taxpayer. The objectives of the court are:

- Divert eligible drug offenders out of the traditional criminal justice system into appropriate drug treatment;
- Closely monitor participants' progress toward recovery with frequent drug testing and frequent court appearances;
- Consistently and rapidly apply positive and/or negative reinforcement for

compliance or non-compliance.

As state funding for community corrections programs have been reduced, the State of Oregon has used a combination of Edward J. Byrne grant funding and General Fund dollars to keep drug court programs in operation. In 2009, the State of Oregon began using federal grant funds to support drug treatment programs. Lane County Sheriff's Office submitted a proposal for use of these funds to support the Lane County Drug Court and received a \$147,078.65 award.

This biennium, the OCJC is not requiring participants to re-submit an application as long as the existing program follows the same design as was proposed in 2009. The Lane County program does follow the same design, so we are able to accept the award with no changes. Of the \$147,078.65 awarded here, \$143,637.65 goes towards funding treatment slots and \$3441 pays administrative overhead.

Last year, Lane County Sheriff's Office was awarded \$299,097 from the Bureau of Justice Assistance, and \$752,041 from the Substance Abuse and Mental Health Services Administration (SAMHSA) for enhanced services and support to Drug Court clients. As a result of all these funding sources, the Lane County Drug Court is able to provide a significant range of services and support to participants.

B. Recommendation

It is recommended that the Board approve the motion to accept the award from the Oregon Criminal Justice Commission and delegate authority to the County Administrator to sign grant documents.

III. ATTACHMENTS

- 1) Grant Award Agreement and Provisions
- 2) Board Order

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER:) IN THE MATTER OF ACCEPTING A GRANT AWARD IN THE
) AMOUNT OF \$147,078.65 FROM OREGON CRIMINAL JUSTICE
) COMMISSION FOR DRUG COURT IMPLEMENTATION AND
) ENHANCEMENT AND DELEGATING AUTHORITY TO THE
) COUNTY ADMINISTRATOR TO SIGN GRANT-RELATED
) DOCUMENTS

WHEREAS, the Lane County Drug Court was established in 1994, and

WHEREAS, Drug Courts are a criminal justice model that has proven to reduce criminal recidivism and costs of health care, food stamps, unemployment, child welfare and other costs to the taxpayer, and

WHEREAS, the State of Oregon, through the Oregon Criminal Justice Commission has made funds available to enhance and maintain existing Drug Courts, and

WHEREAS, Lane County Sheriff's Office submitted a successful proposal for these funds in 2009, and

WHEREAS, Oregon Criminal Justice Commission has approved \$147,078.65 funding for Lane County for this fiscal year, and

WHEREAS, Board approval is required for any agreement that exceeds \$100,000.

NOW THEREFORE, IT IS HEREBY ORDERED, that the Board of County Commissioners accepts the Grant Award in the amount of \$147,078.65 from the Oregon Criminal Justice Commission.

IT IS FURTHER ORDERED that the County Administrator is delegated authority to sign grant-related documents.

Adopted date: 28th day of September, 2011.

Faye Stewart, Chair
Lane County Board of County Commissioners

APPROVED AS TO FORM
Date 9-15-11 Lane County

OFFICE OF LEGAL COUNSEL

Lane County, Oregon
 Statement of Revenues and Expenditures
 Report: CY-0115 - DeptID by Account
 Department: Sheriff's Office
 DeptID: 1515540 - Drug Court
 As of June 30, 2011

Percent
 of Year
 100.00%

Account	Description	Budget	MTD Actual	YTD Actual	Variance Over (Under)	Percent of Budget
453132	Mental Health Division	94,281.00	(86,424.25)	94,281.00	-	100.00%
453520	DOC Grant-In-Aid	90,000.00	(90,000.00)	90,000.00	-	100.00%
453910	Miscellaneous State Revenue	147,080.00	(56,438.00)	131,411.00	(15,669.00)	89.35%
454245	Court Fees	100.00	(1,213.45)	1,356.45	1,256.45	1356.45%
455210	SERBU ENDOWMENT FUND	40,000.00	(38,351.00)	38,351.00	(1,649.00)	95.88%
498520	Transfer Fr Sp Rev Funds (200)	28,152.00	(28,151.98)	28,151.98	(0.02)	100.00%
Total Revenues		399,613.00	(300,578.68)	383,551.43	(16,061.57)	95.98%
Personnel and Fringe						
512211	Agency Payments	396,172.00	(209,191.19)	339,237.22	(56,934.78)	85.63%
512556	Dept Support/Direct	3,441.00	(3,441.00)	3,441.00	-	100.00%
Materials and Services		399,613.00	(212,632.19)	342,678.22	(56,934.78)	85.75%
Capital Projects/Outlay						
Debt Service						
Other Expenditures						
Reserves						
Total Expenditures		399,613.00	(212,632.19)	342,678.22	(56,934.78)	85.75%
Revenues Over (Under) Expenditures			(87,946.49)	40,873.21	40,873.21	

GRANT AWARD AGREEMENT AND PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through its 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 on June 30, 2012. 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 Drug Court Implementation and Enhancement Grant as described in the Program Narrative, Goals, Outputs, and Performance Measures of Grantee's 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 and Exhibit A (Grant Application)
- E. Source of Funds. Payment for the Program will be from:
 the Edward Byrne Memorial Justice Assistance Grant Program funds, CFDA #16.738;
 General Funds.
- 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 CJC to enforce any provision of this Agreement shall not constitute a waiver of CJC 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 grant 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. 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 identify the source(s) of funds. If any funds for this Program come from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, all public statements must state the percent or dollar amount of federal funds used in the Program.
- D. Maintenance, Retention and Access to Records; Audits.
- 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 six 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.
 - Access to Records. CJC, Oregon Secretary of State, the Office of the Chief Financial Officer, 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.
 - 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.
 - 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. 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. Reports must be received no later than **October 31, 2011; January 31, 2012; April 30, 2012; and July 31, 2012**. Grantee shall submit annual and cumulative reports no later than one month following the end of each year. **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. This reporting schedule may be adjusted by CJC on an as needed-basis.
 2. Financial Reimbursement Reports.
 - a. In order to receive reimbursement, the Grantee agrees to submit to CJC, Requests for Reimbursement (RFR) which includes **supporting documentation for all grant expenditures**. RFRs must be received no later than **October 31, 2011; January 31, 2012; April 30, 2012; and July 31, 2012**. 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 **July 1, 2011** or after **June 30, 2012**.
 - e. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government pursuant to Sections II.U., II.V., and IV.B. 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.
 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. Program Income. "Program income" means gross income received during the term of this Agreement described in Section I.B by grantee or any of its subgrantees that is directly generated by a grant supported activity or is earned as a result of this Agreement. Grant income includes, but is not limited to, income from fees for services performed, registration fees, usage or rental fees from real or personal property acquired with grant funds, sales of commodities or items fabricated under a grant, sale of property, royalties, attorney's fees and costs, and proceeds received through asset seizure and forfeiture. Program income does not include interest on grant funds, rebates, credits, discounts, and refunds, taxes, special assessments, levies, fines, including fines resulting from law enforcement activities, and other such revenues raised by Grantee or any of its subgrantees.

Program income, including income that remains unexpended upon expiration of this Agreement, must be added to the grant funds and used as provided in Section I.C of this Agreement. Program income also may be used to meet any non-federal matching requirement of the grant agreement or may be deducted from the total allowable costs to determine the net allowable costs.

Program income and expenditures must be reported on the Program Income Report (PIR) form and submitted quarterly with each RFR. If any program income remains unexpended upon expiration of this Agreement must be reported on the PIR that is submitted with the final RFR. Grantees that do not have any program income must submit a PIR only with the final RFR. A copy of the PIR form can be found at <http://www.oregon.gov/CJC/newdrugcourt.shtml>.

- H. 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 pursuant to the Monitoring Policy and Procedures.
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.

- I. 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.

J. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("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. Either 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 the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with the 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 the Grantee in such proportion as is appropriate to reflect the relative fault of 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 the 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 if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), the 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 the 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 the 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. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

K. 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.

L. Subcontractor Indemnity and Insurance.

1. Subcontractor Indemnity.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless CJC and its officers, employees and agents ("Indemnitee") 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 Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

2. Subcontractor Insurance.

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 contractors to begin work under the Subcontracts 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 Subcontracts permitting it to enforce contractor 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 Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

[(CJC must check boxes for ii, iii, & iv as to which insurance is required or not and in what amount.)]

i. WORKERS COMPENSATION, Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

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 Subcontract, with limits not less than the following, as determined by CJC:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Required by CJC Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include CJC, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor 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 Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Grantee's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and CJC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

- M. No Implied Waiver, Cumulative Remedies. The failure of CJC 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.
- N. 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 CJC (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; 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. In no event shall this Section be construed as a waiver by the State of Oregon of 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 court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.

- S. 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).
- T. 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.
- T. 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.
- U. 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.
- V. 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 agrees to formulate, implement and maintain, and to require its contractors or subcontractors 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 agrees to formulate, implement and maintain, and to require its contractors or subcontractors to formulate, implement and maintain an EEOP relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, must certify to OJP, on forms that may be obtained from the CJC Fiscal Analyst or at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>, that it has in effect an EEOP as required by this section.

If Grantee or any of its contractors or subcontractors receives more than \$500,000, either through this Agreement or in aggregate Federal grant funds in any fiscal year, Grantee shall in addition submit to CJC a copy of the EEOP of Grantee and any of its contractors or subcontractors as soon as it is available. CJC may withhold grant funds 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. The grantee must also submit to CJC within 60 days of contract execution a copy of its certification to OJP.

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, Termination, Dispute Resolution

- 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. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.
- 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, in the exercise of its reasonable administrative discretion, 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 Program 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 Program 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 Program 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.

V. Representations and Warranties

Grantee represents and warrants to CJC as follows:

- A. Existence and Power. Grantee is a political sub-division of the State of Oregon duly organized, validly existing, and in good standing under the laws 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 Grantee, 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 the authorized official to execute this Agreement on the authorized official'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 Grantee

Signature of Grantee

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission

Craig Prins, Executive Director

Date

Personnel Salaries: Parole & Probation Officer

Enter compensation paid to agency employees. Indicate if the position is Current or New.
 Compensation paid for agency employees engaged in grant activities must be consistent with that paid for similar work within the organization.
 Do not include subcontract or subaward costs in this section; these costs should be included in Contractual Services.
 Do not include costs for administrative staff in this section; these costs should be included in Administration

List each position by title, percentage of time devoted to the program or FTE, annual salary/hourly rate, fringe benefits and payroll taxes.

Title of Position	Parole & Probation Officer
Name of Employee	Larry Evenson
	Current <input type="checkbox"/> New <input checked="" type="checkbox"/>
Rate of Pay	\$48,589.00
	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Monthly <input type="checkbox"/> Hourly
Total Pay	\$48,589.00

Enter Program FTE if annual or monthly is checked for rate of pay. Enter Number of Hours if hourly is checked.

Program FTE or Number of Hours	1
--------------------------------	---

Total Payroll Amount	\$48,589.00
Taxes	0%
Taxes Amount	\$0
Benefits	0%
Benefits Amount	\$0
Total Taxes/Benefits	\$0
Total Program Amount	\$48,589.00
Grant Request	\$0
Total Other Support	\$48,589.00

Personnel/Taxes/Benefits Narrative (explain the direct use to the program of the personnel listed.)

A Parole and Probation Officer will provide intensive supervision to Drug Court participants. The PO will attend all Drug Court sessions and planning meetings. The case load is expected to range from 40-45 medium & high risk participants.

Organization: Lane County

GF-2011-LaneCounty-00026

Personnel Salaries: Treatment Court Coordinator

Enter compensation paid to agency employees. Indicate if the position is Current or New.
 Compensation paid for agency employees engaged in grant activities must be consistent with that paid for similar work within the organization.

Do not include subcontract or subaward costs in this section; these costs should be included in Contractual Services.

Do not include costs for administrative staff in this section; these costs should be included in Administration

List each position by title, percentage of time devoted to the program or FTE, annual salary/hourly rate, fringe benefits and payroll taxes.

Title of Position	Treatment Court Coordinator
Name of Employee	Sheyne Benedict
	<input checked="" type="checkbox"/> Current <input type="checkbox"/> New
Rate of Pay	\$68,000.00
	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Monthly <input type="checkbox"/> Hourly
Total Pay	\$68,000.00

Enter Program FTE if annual or monthly is checked for rate of pay. Enter Number of Hours if hourly is checked.

Program FTE or Number of Hours	1
--------------------------------	---

Total Payroll Amount	\$68,000.00
Taxes	0%
Taxes Amount	\$0
Benefits	0%
Benefits Amount	\$0
Total Taxes/Benefits	\$0

Total Program Amount	\$68,000.00
Grant Request	\$0
Total Other Support	\$68,000.00

Personnel/Taxes/Benefits Narrative (explain the direct use to the program of the personnel listed.)

Responsible for development of Treatment Court policies, procedures, program goals, performance metrics, and for overall program evaluation. Grant writing and reporting for program enhancement/development. Perform education and training of referral sources, participating partners, and community groups.

Organization: Lane County

GF-2011-LaneCounty-00026

Rent And Utilities: N/A

Description	N/A			
Number of day or months		0	<input checked="" type="checkbox"/> Daily	<input type="checkbox"/> Monthly
Daily or Monthly Rate		\$0		
Program Cost		\$0		
Grant Request		\$0		
Total Other Support		\$0		

Rent and Utilities Narrative (explain how these facilities and expenses will benefit the program exclusively):

N/A

Organization: Lane County

GF-2011-LaneCounty-00026

Supplies: Training manulas for 20 staff to attend Heroin Add

Generally, supplies are items that have a useful life less than one year. List supplies by type, quantity, and unit cost. If choosing lump sum amount, use a quantity of 1 and the lump sum as individual cost. If choosing lump sum amount, use a quantity of 1 and the lump sum as individual cost

Item Description	Training manulas for 20 staff to attend Heroin Addiction Pharmacology training
Quantity	20
Individual Cost	\$50.00
Program Cost	\$1,000.00
Grant Request	\$0
Total Other Support	\$1,000.00

Supplies Narrative (explain how these purchases will benefit the program exclusively):

To provide heroin specific training to 20 staff members.

Travel/Training/Conferences: Conference

Include travel expenses for agency personnel only. Include costs for mileage, lodging, per diem, motor pool fees, commercial transportation, conference registration fees, meals (or per diem)airfare, tolls, and parking fees. Make sure travel expenses are documented in sufficient detail (dates/times/receipts/brief description of the purpose of the trip and for how many people). Be sure to obtain prior approval for out-of-state travel.

Any subcontract or subaward travel should be indicated on Subaward/subcontract budget section.

Type of Activity: Conference

A. Local Travel (indicate purpose of travel and justification; include meetings, conference, training, etc.)

Description

of Miles

Mileage Rate

Total Mileage Cost \$0

B. Conferences (indicate Conference Title and justification)

Description National Association of Drug Court Professionals and BJA/SAMHSA grantee meeting (mandatory)- They occur at the same time.

Number of people 6

Number of days 6

Number of nights 5

Lodging per room per night \$150.00

Total Lodging Cost \$4,500.00

Meals/per diem \$66.00

Total Meals/per diem \$2,376.00

Other costs \$1,549.00

Total Conference Costs \$8,425.00

C. Grantee-sponsored training (indicate training topics and justification)

Description CSAT/SAMHSA grantee meeting (mandatory)

Number of people 4

Number of days 5

Number of nights 4

Lodging per room per night \$150.00

Total lodging Cost \$2,400.00

Meals/per diem \$66.00

Total Meals/Perdiem \$1,320.00

Other costs \$2,560.00

Total Training Costs \$6,280.00

Totals

Program Cost \$14,705.00

Grant Request \$0

Total Other Support \$14,705.00

Organization: Lane County

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Equipment: N/A

Include tangible items costing over \$1,000 or having a useful life of more than one year.

Item Description	N/A	
Quantity		0
Unit Cost		\$0
Program Cost		\$0
Grant Request		\$0
Total Other Support		\$0

Equipment Narrative (explain how these purchases will benefit the program exclusively):

N/A

Organization: Lane County

GF-2011-LaneCounty-00026

Administration: Lane Council of Governments

Include program-related costs such as accounting, program management, human resources, legal services, and payroll preparation. Administrative costs may not exceed 10% of the total proposed budget. Successful applicants will be expected to provide a copy of your Federally approved Indirect Rate Agreement.

Administration Title	Lane Council of Governments		
Number of hours or days	1	<input checked="" type="checkbox"/> Hourly	<input type="checkbox"/> Daily
Hourly or Daily Rate	\$20,000.00		
Program Cost	\$20,000.00		
Grant Request	\$0		
Total Other Support	\$20,000.00		

Administration Narrative (explain how the administrative expenses will benefit the program directly):
 Lane Council of Governments is the administrator on the BJA/SAMHSA joint grants.

Organization: Lane County

GF-2011-LaneCounty-00026

Administration: Lane County Sheriff's Office

Include program-related costs such as accounting, program management, human resources, legal services, and payroll preparation. Administrative costs may not exceed 10% of the total proposed budget. Successful applicants will be expected to provide a copy of your Federally approved Indirect Rate Agreement.

Administration Title	Lane County Sheriff's Office		
Number of hours or days	1	<input checked="" type="checkbox"/> Hourly	<input type="checkbox"/> Daily
Hourly or Daily Rate	\$3,441.00		
Program Cost	\$3,441.00		
Grant Request	\$3,441.00		
Total Other Support	\$0		

Administration Narrative (explain how the administrative expenses will benefit the program directly):
 Lane County Sheriff's Office is in charge of fiscal management of the program.

Organization: Lane County

GF-2011-LaneCounty-00026

Evaluation: N/A

Itemize expenses related to the development and implementation of evaluation data collection and analysis.

Evaluation Title	N/A		
Number of hours or days	0	<input checked="" type="checkbox"/> Hourly	<input type="checkbox"/> Daily
Hourly or Daily Rate	\$0		
Program Cost	\$0		
Grant Request	\$0		
Total Other Support	\$0		

Evaluation Narrative (explain how the evaluation expenses will benefit the program directly):

No evaluations have been paid for by the program.

Organization: Lane County

GF-2011-LaneCounty-00026

Other Expenses: N/A

Itemize expenses that do not readily fit into any of the other budget categories (such as direct client services). Check with the Grants Coordinator before including any other costs in this category.

Description	N/A	
Units		0
Cost		\$0
Program Cost		\$0
Grant Request		\$0
Total Other Support		\$0

Other Costs Narrative (explain how these costs will benefit the program exclusively).

N/A

Organization: Lane County

GF-2011-LaneCounty-00026

Contractual/Consultant Services: Emergence

Include all costs which are to be incurred as a result of a subaward or subcontract. Grantee must include a Budget Summary for all subcontractors. Prior to execution, Agency must approve all agreements entered into pursuant to this award that exceed \$100,000. Subaward made known at the time of Application may be considered approved if the activities are funded as proposed. All procurements must be made according to agency established procedures, provided they minimally adhere to applicable Federal and State guidelines. Solicitations of quotes from at least 3 sources are required for procurements between \$5,000 and \$100,000. Competitive bids must be used for procurement of contractual services over \$100,000. Sole source contracts require additional information and prior Agency approval. Contractor rates in excess of \$450 per 8-hour day require additional documentation and prior Agency approval. Check the appropriate column indicating type of award and use "# of hrs/days" and "Cost per hr/day" as appropriate.

Sub Award
 Three Quotes
 Competitive Bid
 Sole Source

Consultant Name/Organization Name	Emergence	
Number of hours or days	261	Hours <input checked="" type="checkbox"/> Days
Hourly or Daily Rate	\$2,934.09	
Program Cost	\$765,797.49	
Grant Request	\$143,638.49	
Total Other Support	\$622,159.00	

Contractual Consultant Services Narrative (explain how the specific services to be provided relate to the program exclusively):
 We have a single provider who provides all services to our participants. Services include outpatient treatment, casemanagement, mental health, UAs, curriculum based treatment, recovery housing, bus tokens, assessments, parenting classes, suboxone, hiv testing and trainings.

Organization: Lane County

GF-2011-LaneCounty-00026

Contractual/Consultant Services: Lane Council of Governments

Include all costs which are to be incurred as a result of a subaward or subcontract. Grantee must include a Budget Summary for all subcontractors. Prior to execution, Agency must approve all agreements entered into pursuant to this award that exceed \$100,000. Subaward made known at the time of Application may be considered approved if the activities are funded as proposed. All procurements must be made according to agency established procedures, provided they minimally adhere to applicable Federal and State guidelines. Solicitations of quotes from at least 3 sources are required for procurements between \$5,000 and \$100,000. Competitive bids must be used for procurement of contractual services over \$100,000. Sole source contracts require additional information and prior Agency approval. Contractor rates in excess of \$450 per 8-hour day require additional documentation and prior Agency approval. Check the appropriate column indicating type of award and use "# of hrs/days" and "Cost per hr/day" as appropriate.

Sub Award
 Three Quotes
 Competitive Bid
 Sole Source

Consultant Name/Organization Name	Lane Council of Governments	
Number of hours or days	261	Hours <input checked="" type="checkbox"/> Days
Hourly or Daily Rate	\$61.56	
Program Cost	\$16,067.16	
Grant Request	(\$0.84)	
Total Other Support	\$16,068.00	

Contractual Consultant Services Narrative (explain how the specific services to be provided relate to the program exclusively):

Lane Council of Governments provides data entry for OTCMS.

Budget Summary

Current Year Proposed Budget:

	Grant	Other Support	Total
Personnel Salaries	\$0	\$116,589.00	\$116,589.00
Contractural/Consultant Services	\$143,637.65	\$638,227.00	\$781,864.65
Rent And Utilities	\$0	\$0	\$0
Supplies	\$0	\$1,000.00	\$1,000.00
Travel/Training/Conferences	\$0	\$14,705.00	\$14,705.00
Equipment	\$0	\$0	\$0
Administration	\$3,441.00	\$20,000.00	\$23,441.00
Evaluation	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0
Total	\$147,078.65	\$790,521.00	\$937,599.65

Project Title:

Current Year Estimate for Other Support Breakdown

Source:

Enter Amounts:

Cash	Earned Income	In-Kind	Total
			\$0

Next Year Estimate

	Grant	Other Support	Total
Personnel Salaries		\$116,589	\$116,589
Contractural/Consultant Services	\$143,638	\$638,227	\$781,865
Rent And Utilities	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Travel/Training/Conferences	\$0	\$14,705	\$14,705
Equipment	\$0	\$0	\$0
Administration	\$3,441	\$20,000	\$23,441
Evaluation	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0
Total	\$147,079	\$789,521	\$936,600

Next Year Estimate for Other Support Breakdown

Source:

Enter Amounts:

Cash	Earned Income	In-Kind	Total
			\$0

Organization: Lane County

GF-2011-LaneCounty-00026

Attachments: Program Summary for CJC

Description Program Summary for CJC
File name http://www.cjcgrants.com/_Upload/9431-ProgramSummaryforCJC.docx

Comments

