



Development of an Equity Action Plan for Columbia County, Oregon
REQUEST FOR QUOTE #CCEAP April 2023

--- This Is Not an Order ---

SOLICITATION INFORMATION

Description: Development of an Equity Action Plan Services for Columbia County Oregon (**See Attachment 1 for scope of work and deliverables, Attachment 2 for Capacity Building Narrative Application, Attachment 3 Criminal Justice Commission Grant JR-23-005 with Amendment and Attachment 4 Sample Personal Services Contract with Exhibit B-CJC insurance requirements**)

Return to: Nick Brajcich
Columbia County District Attorney's Office
230 Strand Street
St. Helens, OR 97051
Phone: 503-397-7258
Nick Brajcich@columbiacountyor.gov

Due date/Time: May 1, 2023, 4:00 pm, Responses received after this date and time will not be considered for award.

Service Term: June 1, 2023 (or upon Contract execution) through December 1, 2023

OFFEROR INFORMATION

Business Name: _____
Federal ID No: _____
Contact Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

QUOTE REQUIREMENTS

1. This Request for Quote (RFQ) is issued under the authority of the Columbia County Board of Commissioners.
2. Columbia County reserves the right to amend this RFQ and to delete any item from award consideration.
3. If a Contract is awarded, Columbia County shall award a Contract to the Offeror whose quote will best serve the interests of Columbia County Local Public Safety Coordinating Council, based on availability, qualifications, price and Contractor responsibility under ORS 279B.110.
4. The successful Offeror shall agree to Columbia County's terms and conditions found in the **(sample)** attached Personal Service Contract as a condition of submitting a quote in response to this RFQ.
5. Service hours, training hours, materials and supplies for producing a collaborative, public informed, Equity Action Plan quoted for set funding as shown below, should remain firm for the term of the contract.
6. Offerors shall submit a brief response addressing availability, experience and qualifications, references and the cost sheet, failure to do so may result in quote rejection.

OFFEROR QUOTED COST

The development of an Equity Action Plan is grant funded and will have a maximum amount allowed of \$35,000 for a consultant:

Please describe what you will be able to provide for the above-mentioned funding including hours weekly, materials and supplies, and training/collaboration related to activities for community justice stakeholders and the public to meet the requirements in the development of an Equity Action Plan.

This Offeror Cost Sheet must be signed, dated, and returned with the response. All Offerors must accept all Columbia County Terms and Conditions that are included in the Sample Personal Services Contract attached to this Request for Quotes.

I have read and agree to all Terms and Conditions attached hereto.

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

ATTACHMENT 1

Scope of Work

Background

The Columbia County Justice Reinvestment Formula Grant, awarded by the Criminal Justice Commission, provides a Pretrial Services program and a Justice Reinvestment Initiative (JRI) program. The JRI program is an intensive probation-based program. Its aim is to reduce criminal behavior and increase successful integration into our community.

In October 2022, the Criminal Justice Commission approved an amendment to the existing contract for the formula grant, which added the Justice Reinvestment Capacity Building Grant in the amount of \$35,000.00. The amended contract was fully executed at the end of November 2022. These funds are to be utilized to provide a comprehensive and collaborative plan to understand, build, and apply cultural responsiveness and equity in Columbia County's existing Justice Reinvestment programs, which can include the full criminal justice system. Columbia County has chosen to use this funding to contract with a consultant.

Columbia County Local Public Safety Coordinating Council requires the services of a consultant to:

- Research and identify the areas in which Columbia County can make improvements in regards to diversity, equity, and inclusion (DEI)
- Develop and Equity Action Plan to fit Columbia County based on the information gathered in that process
- Identify marginalized populations and any services those populations are experiencing difficulty accessing
- Help ensure all Justice Involved Individuals (JII) are included in decision making, are afforded the same opportunity to ask questions, and can gain a better understanding their situation
- Build DEI into justice reinvestment programs and processes

This plan should assist in removing or reducing barriers for identified populations, improve current and future Justice Reinvestment Programs (JRP's) in Columbia County, and address potential racial and gender disparities in those who are sent to prison.

A consultant will be expected to accomplish research Columbia County to identify areas in which improvements can be made surrounding DEI and include a timeline. A consultant should assist in creation of the Equity Action Plan and provide input about how to successfully execute the new plan into JRP's. A consultant should be able to offer recommendations and strategy in developing efficient and effective equity and cultural responsiveness practices.

Application: Columbia

Attachment 2

Erin Welch - Erin.Welch@columbiacountyor.gov
Justice Reinvestment (JRI) 21-23

Summary

ID: 0000000033

Last submitted: Jan 25 2023 05:02 PM (PST)

Capacity Building Grant Narrative Application

Completed - Sep 7 2022

Capacity Building Narrative Application

Narrative Page 2.

JRI Capacity Building Narrative Application

County:

Is this application being submitted by a single county or multiple counties?

Single County

If multiple counties are applying, please list each county.

(No response)

The capacity building grant is designed to empower counties to understand, build and apply cultural responsiveness and equity in Justice Reinvestment programs. There are two allowable ways to spend this funding:

- Develop an Equity Action Plan for the county's criminal justice systems
- Build capacity in the provision of culturally responsive services or by partnering with culturally specific providers of services

For more information on these two options, please consult the [Grant Solicitation](#).

Develop an Equity Action Plan

Description of How Requested Funds will be Used

Provide a detailed description of the activities for which funding is requested, including activity goals and objectives. The descriptions should be presented in a way that helps stakeholders such as administrators, staff, evaluators, funding agencies, advocacy groups, citizens, and elected officials understand and communicate about the program.

Columbia County is requesting funding in order to learn more, understand more, and apply strategies surrounding equity, inclusion, and cultural responsiveness specific to our county's criminal justice related services. A collaborative approach, to include stakeholders and community partners in the development of an Equity Action Plan would inform and guide the local criminal justice system for current and future programs. A public informed assessment of diversity, equity, and inclusion (DEI) in Columbia County would be important to begin development of this plan.

Goals:

1. Hire a consultant to research and identify the areas in which Columbia County can make improvements in regards to diversity, equity and inclusion.
2. Develop an Equity Action Plan to fit Columbia County based on the information gathered in that process.
3. Identify marginalized populations and any services those populations are experiencing difficulty in accessing.
4. Better ensure all justice involved individuals (JII) are included in decision making, all are afforded the same opportunity to ask questions and better understand their situation.
5. Build DEI into justice reinvestment programs and processes.

Objectives:

1. Remove or reduce barriers for identified populations, so they will have the same level and access to programs and services.
2. Increase all JII's understanding of their situation, so they are better prepared and informed.
3. JII's will be better equipped to make informed decisions that affect themselves and their families.
4. Improve current and future justice reinvestment programs in Columbia County.
5. Address potential racial and gender disparities that exist in the populations of probation and local control intakes and any possible disparities in those who are sent to prison.

What we hope a consultant will accomplish is to survey and research the county to identify areas in which improvements can be made surrounding diversity, equity, and inclusion, and include a timeline. They should assist

in creation of the Equity Action Plan and provide input about how to successfully execute the new plan into justice reinvestment programs. We hope to obtain recommendations and strategy in developing efficient and effective equity and cultural responsive practices.

Description of How Proposal Fits with Broader County Initiatives

If applicable, describe how the proposal fits into the broader initiatives of the county/ies.

This proposal fits into the resolution, passed by the Columbia County Board of Commissioners on July 8, 2020, in support of racial equity. Part of the Columbia County adopted Vision states, "We will cultivate a dependable and responsible system that supports our community and provides access to the services our residents need and desire."

Looking at the most recent information on the Criminal Justice Commission dashboards, Columbia County has some areas that need to be addressed. Admittedly, Columbia County's population is predominately white, and there is a very small sample size for this information, however, when reviewing the information- some disparities exist. For the purposes of the information on the dashboard, a disparity exists when the percentage of people supervised is greater than the population by race/gender. For probation and local control intakes, Columbia County shows some disparity in Black and Latina women in local control. Black women make up 1.2% of the population in Columbia County, however make up 1.7% of JII's on probation. Latina women make up 5.3% of the population in Columbia County and 6.1% of the JII's on probation. There are no other statistical disparities in the female population. Looking at the male population, Latino men make up 5.8% of the population in Columbia County, and make up 6.1% of JII's on probation. There are no other disparities for males based on race under probation and local control. The dashboard indicates a disparity of the number Black males being sent to prison. Black males make up 1.3% of the population in Columbia County and make up 2.8% of the people sent to prison in Columbia County.

While these disparities may not be that large, and there is admittedly a small sample size, justice is not served if Columbia County excuses these statistics based on sample size. As part of our broader county initiative to "cultivate a dependable and responsible system" in regard to racial and cultural equity it is incumbent upon Columbia County to research and address any potential disparity to ensure that it is not a trend (and if it is, how to properly address and reverse that trend); and provide access to justice across the board to all involved in the criminal justice system. Populations, especially now, are constantly changing and becoming more diverse. Columbia County will not be immune to this, and the statistical disparities that already exists need to be addressed now, before that disparity grows more as the population increases and becomes more diverse.

Columbia County, through the Columbia County Justice Reinvestment Program (CCJRP), has already demonstrated that we will use grant funds to address specific goals to bring access to justice to all. Looking at jail/prison usage for property/drug/driving crimes that are specifically targeted by CCJRP the following statistics show that Columbia County is targeting reducing prison usage for these crimes, as well as average length of prison stay. Although there was no jail/prison usage for current CCJRP participants specifically in the last six months on the dashboard, looking at numbers received for overall prison usage for January through June of 2022 provided by the CJC, show that Columbia County is reducing the prison usage, specifically for property, driving and drug crimes.

In 2022 through June, Columbia County has used a total of 791 prison months. Of that 791, one conviction for Child Sex Abuse used 173 months, which is 22% of the total prison months used. For all property, drug and driving crimes Columbia County used 188 months for those crimes, which is 23% of the total prison usage for this year. 77% of the total prison months used by Columbia County were for sex, person and weapons crimes. The average length of stay for property, driving and drug crimes for the period of January through June 2022 is 15.7 months. When looking at the number of downward departures entered into for that same reporting period, Columbia County saved a total of 565 prison months. Of that 565 months, 358 were for property, driving and drug crimes- meaning that 63% of the downward departures were specifically targeting property, driving and drug crimes. Looking at first sentence vs. probation revocations, the Dashboards show the leading prison usage for property is probation revocations in Columbia County. In an effort to reduce length of stay for Probation Revocations, the District Attorney's Office implemented a blanket policy prohibiting any stipulated grid blocks above a 7A on all downward departures. This effectively caps the majority of future Probation Revocation to a 36-month maximum sentence. Providing access to justice to all involved in the criminal justice system, as well as the overall idea of criminal justice reform are very important topics that Columbia County takes very seriously. We believe it is our duty to provide access to justice to those involved in the system and to address any disparity based on race, gender or any other protected class. The principles of equity, inclusion, and cultural responsiveness are at the core of Columbia County's initiative to improve our involvement in the criminal justice system, and this grant funding will greatly assist Columbia County in achieving that goal.

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

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

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$1,568,445.92** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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

Exhibit A: **Project Description and Budget**

Exhibit B: **Subagreement Insurance Requirements**

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

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

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

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

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

4. Disbursement and Recovery of Grant Funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Records Maintenance and Access; Audit.

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

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

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

8. Grantee Subagreements and Procurements

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

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

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. Subagreement indemnity; insurance.

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

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

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for

any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

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

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

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

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

11. Termination

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

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

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

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

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

12. GENERAL PROVISIONS

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and with respect

to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

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

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

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

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

g. **Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created,

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

h. Governing Law, Consent to Jurisdiction.

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

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

iii. Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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

j. **Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage

limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

k. Independent Contractor. Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

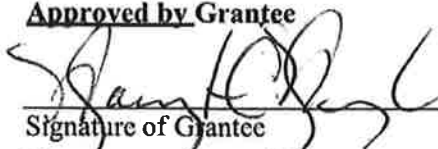
l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced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

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

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

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

Approved by Grantee


Signature of Grantee

December 22, 2021
Date

Margaret Magruder
Name/Title

93-6002288
Federal Tax ID Number

OR 00502022-9
State Tax ID Number

Approved by Criminal Justice Commission

Kenneth Sanchagrin

1/3/2022

Ken Sanchagrin, Executive Director

Date

Approved for Legal Sufficiency

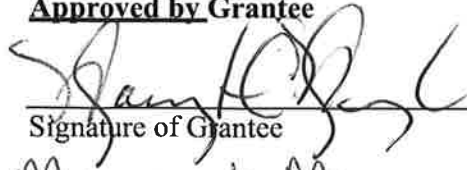
Approved for Legal Sufficiency by AAG Sam Zeigler on 8/16/21 via email

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

Grantee Contact
Columbia County
Erin Welch
901 Port Avenue
Saint Helens, OR 97051
erin.welch@columbiacountyor.gov
503-366-4660

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

Approved by Grantee



Signature of Grantee

December 22, 2021

Date

Margaret Magruder

Name/Title

93-6002288

Federal Tax ID Number

OR 00502022-9

State Tax ID Number

Approved by Criminal Justice Commission

Ken Sanchagrin, Executive Director

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EXHIBIT A

Project Description and Budget

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

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

In implementing its Project, Grantee shall establish a process to assess offenders within its jurisdiction and provide a continuum of community-based sanctions, services and programs that results in progress on the following goals of the Grant Program: (1) reducing recidivism of offenders while protecting public safety and holding offenders accountable and (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 while protecting public safety and holding offenders accountable.

Project Start Date: July 1, 2021

GRANT #: JR 23-004

GRANTEE PROGRAM CONTACT:

Erin Welch

EMAIL: erin.welch@columbiacountyor.gov

TELEPHONE: 503-366-4660

Project End Date: December 31, 2023

GRANTEE FISCAL CONTACT:

Louise Kallstromm

EMAIL: Louise.Kallstrom@columbiacounty.gov

TELEPHONE: 503-397-7252

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel	\$415,432.08
Contractual Services	\$35,000.00
Supplies	\$7,058.00
Travel & Training	\$6,000.00
Administrative	\$51,498.90
Victim Services: SAFE of Columbia County	\$29,597.00
Victim Services: Amani Center	\$29,597.00
Supplemental Program	\$894,836.65
Supplemental 10 Victim Services:	\$99,426.29
Total	\$1,568,445.92

EXHIBIT B

Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

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

ii. PROFESSIONAL LIABILITY

☒ Required by CJC ☐ Not required by CJC.

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

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

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

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

iv. AUTOMOBILE LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

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

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

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

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

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

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



CRIMINAL JUSTICE COMMISSION
CONTRACT SIGNATURE MEMO

CONTRACT/GRANT AMOUNT: \$1,603,445.92

CONTRACT/GRANT #: JR-23-005

PROJECT START DATE:
7/1/2021

PROJECT END DATE:
12/31/2023

MEMORANDUM TO: Kenneth Sanchagrin, Executive Director

ANALYST REVIEW: Ian Davidson

TODAY'S DATE: 10/27/2022

AWARD RECIPIENT: Columbia County

REMITTANCE ADDRESS: 901 Port Avenue Saint Helens, OR 97051

☐ ACH Requested

CONTRACTS/GRANT AWARD AGREEMENTS ("Contract") should be reviewed prior to recommending for signature. Complete the information appropriate for Contract, print, sign and submit to Agency Operations for funding resource assignment. Agency Operations will submit to the Executive Director for execution.

☒ Contract has been reviewed and is recommended for signature.

FUNDING RESOURCE:

☒ General Fund (GF)

☐ Other Fund (OF)

☐ Federal Fund (FF)

PCA Assigned

75511

Grant Phase

Project Phase

Vendor No.

1936002288

OR Tax ID No.

Agency OBJ

6303

☐ Monthly Reimbursement

☐ Quarterly Reimbursement

☒ Advance at Request

☒ Semi-Annual Advance

☐ COBID Certified

NEW Contract for:

EXISTING Contract Amended:

Justice Reinvestment Capacity Building Grant in the amount of \$35,000.00 added to the Justice Reinvestment Grant formula award. Approved by Criminal Justice Commission on October 19, 2022.

ANALYST SIGNATURE

AGENCY OPERATIONS SIGNATURE

BY (ANALYST SIGNATURE)

DATE SIGNED

BY (OPERATIONS SIGNATURE)

DATE SIGNED

**CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT # JR-23-005**

AMENDMENT NO. 1

Grantee – Columbia County

This is Amendment Number 1 to Grant Agreement # JR-23-005 (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”), and Grantee.

I. The Agreement is hereby amended as follows:

A. The Budget Summary in Exhibit A is amended and restated as follows:

BUDGET SUMMARY:

Old Budget	Grant Funds Awarded
Personnel	\$415,432.08
Contractual Services	\$35,000.00
Supplies	\$7,058.00
Travel & Training	\$6,000.00
Administrative	\$51,498.90
Victim Services: SAFE of Columbia County	\$29,597.00
Victim Services: Amani Center	\$29,597.00
Supplemental Program	\$894,836.65
Supplemental 10 Victim Services	\$99,426.29
Total	\$1,568,445.92

New Budget	Grant Funds Awarded
Personnel	\$415,432.08
Contractual Services	\$70,000.00
Supplies	\$7,058.00
Travel & Training	\$6,000.00
Administrative	\$51,498.90
Victim Services: SAFE of Columbia County	\$29,597.00
Victim Services: Amani Center	\$29,597.00
Supplemental Program	\$894,836.65
Supplemental 10 Victim Services	\$99,426.29
Total	\$1,603,445.92

II. The obligation of CJC under this Amendment is subject to the condition that, on or prior to December 31, 2023, Grantee delivers, or causes to be delivered, to CJC a certificate of the action taken by Grantee to authorize the execution, delivery and performance of the Amendment, in form and substance satisfactory to CJC and its counsel, if required by CJC.

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

Grantee

By:



Signature of Grantee

November 23, 2022

Date

Erin Welch,

Director

Name & Title

93-6002288

Federal Tax ID Number

0200502022-9

State Tax ID Number

Criminal Justice Commission

By:

Ken Sanchagrin

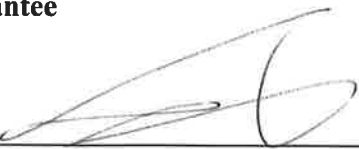
11/28/2022

Ken Sanchagrin, Executive Director

Date

Grantee

By: _____



Signature of Grantee

November 23, 2022

Date

Erin Welch

Director

Name & Title

93-6002288

Federal Tax ID Number

0200502022-9

State Tax ID Number

Criminal Justice Commission

By: _____

Ken Sanchagrin, Executive Director

Date

Attachment 4

C -2023

PERSONAL SERVICES AGREEMENT
By and between COLUMBIA COUNTY and
_____ for
EQUITY ACTION PLAN
Justice Reinvestment Grant Program

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed below.
2. Completion Date. The completion date for this Agreement shall be no later than December 1, 2023.
3. Contractor's Services. Contractor agrees to provide the Equity Action Plan Services described in the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement, as amended (the "Grant Agreement"), a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference.
4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$ _____.00, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum within 30 days of completion of the scope of work. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 18 of this Agreement.

///
///
///
///
///

5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

Nick Brajcich
Columbia County District Attorneys Office
230 Strand Street
St. Helens, Oregon 97051
503-397-7258
Nickolas.Brajcich@columbiacountyor.gov

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

(1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

C. Contractor shall pay Contractor's employees who work under this

Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Grant Requirements. The services provided under this Contract are being funded by a grant from the Criminal Justice Commission (CJC) Justice Reinvestment Program. Contractor shall comply with all relevant terms and conditions of the Criminal Justice Commission Justice Reinvestment Grant Program grant dated January 6, 2020, as it may be amended from time to time. Notwithstanding the generality of the foregoing, Contractor agrees to the following:

A. Recovery of Grant Funds. In the event the County is required to return misexpended or unexpended funds under this Agreement to the State of Oregon pursuant to the Grant Agreement, Contractor shall return such funds within 10 days after the County's demand for misexpended funds or within 10 days after the earlier of expiration or termination of this Agreement for Unexpended funds.

B. Contractor shall make, retain, and provide County upon demand, proper and complete books of record and account and shall maintain all fiscal records related to this Agreement and the Project in accordance with all applicable auditing standards and state minimum standards for audits of municipal corporations. CJC, the Secretary of State of the State of Oregon and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Agreement, the Grant Funds provided hereunder, of the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary of State and their duly authorized representatives may perform site reviews and inspect all vehicles, real property, facilities and equipment purchased by Contractor under this Agreement.

C. Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this agreement and the Grant Funds for a minimum of six (6) years, or such longer period as may be required by the Grant

Agreement or applicable law, following the Contract termination. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the books, documents, papers, and records until the questions are resolved.

12. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

13. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

14. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.

15. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

16. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, and the State of Oregon, the CJC and their officers, employees and agents from and against any and all claims, suits or 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 Contractor, its officers, agents, employees or contractors. Neither Contractor nor any attorney engaged by such party shall defend a claim described herein in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

17. Insurance. For the duration of this Agreement Contractor shall maintain insurance from insurance companies that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Criminal Justice Commission. Insurance shall be maintained in the types and amounts provided in Exhibit B of the Grant Agreement, to protect County, its officers, agents, and employees and the Criminal Justice Commission, its officers, employees, and agents. Contractor shall provide County a certificate or certificates of insurance in the amounts described in Exhibit B of the Grant Agreement which names County, its officers, agents and employees, and the Criminal Justice Commission, its officers, agents and employee, as additional insureds. Such certificate or certificates shall be accompanied by one or more additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

18. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

19. Time of the Essence. The parties agree that time is of the essence in this Agreement.

20. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

21. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

22. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

23. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

24. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

25. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

26. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

27. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

28. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ITS EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY 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. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

By: _____

Name: _____

Date: _____

Approved as to form

By: _____

Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Casey Garrett, Chair

By: _____

Kellie Jo Smith, Commissioner

By: _____

Margaret Magruder, Commissioner

Date: _____

(EXHIBIT B Attached. Other Attachments not Included in Sample Contract)

EXHIBIT B

Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

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

ii. PROFESSIONAL LIABILITY

☒ Required by CJC ☐ Not required by CJC.

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

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

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

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

iv. AUTOMOBILE LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

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

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

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

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

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

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