

# 2023-2025 Grant Solicitation: Illegal Marijuana Market Enforcement Grant Program

## **Purpose:**

The purpose of the Illegal Marijuana Market Enforcement Grant Program (IMMEGP) is to assist local communities with the costs incurred addressing unlawful marijuana cultivation or distribution operations, including investigation, interdiction, prosecution, and services for victims/survivors of labor trafficking and/or worker abuse.

## **Eligible Applicants:**

Eligible applicants include units of local government and community-based organizations. An applicant may apply individually or jointly with other agencies or organizations.

## **Program Goals and Priorities:**

The Legislature has established the following priorities for making funding decisions through this program: <sup>1</sup>

1. Rural areas;
2. Large-scale operations;
3. Organized crime;
4. Diversion of marijuana outside of Oregon; and
5. The ongoing humanitarian crisis<sup>2</sup> associated with illegal marijuana cultivation and distribution and facilitating connections to assistance and services for individuals impacted.

Additionally, the Commission may give preference to grant applications that: <sup>3</sup>

1. Fund training opportunities that assist applicants in addressing illegal marijuana markets;
2. Address cases that require complex financial accounting;
3. Track outcomes;
4. Collaborate with other agencies and organizations; and/or
5. Provide trauma-informed and culturally- and linguistically-specific and responsive services to persons affected by the ongoing humanitarian crisis associated with the illegal marijuana market.

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<sup>1</sup> HB 4074 §7 (5)(a-e) (2022).

<sup>2</sup> "Humanitarian crisis" means a set of circumstances that directly impact individuals who have been recruited, harbored, transported, or otherwise obtained, through threat of force or use of force, fraud, or coercion, for the purposes of subjecting individuals to wage theft, involuntary labor, involuntary servitude, peonage, debt bondage, slavery, or other forced or coerced performance of duties or acts related to or occurring during unlawful marijuana cultivation or distribution operations.

<sup>3</sup> OAR 213-080-0050 (3).

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## Availability and Duration of Funding:

This is a one-time solicitation offering financial support for the grant period beginning July 1, 2024, and ending December 31, 2025.

A total of \$1,737,767 is available in grant funds and will be awarded through a competitive application process.

Of the available funds, the Commission has prioritized up to \$400,000 for eligible community-based organizations that apply to provide access to services described in [OAR 213-080-0050\(3\)\(e\)](https://www.oregon.gov/OCJ/Programs/IMMEGP/Pages/213-080-0050(3)(e).aspx).

## Application Timeline:

May 22, 2024	Grant solicitation released; Preliminary Application opened
<b>June 17, 2024</b>	<b>Preliminary Application due</b>
July 1, 2024	Grant Review Committee evaluates Preliminary Application; feedback provided to applicants; Final Application opened
<b>July 22, 2024</b>	<b>Final Application due</b>
Early August 2024	Grant Review Committee develops funding recommendations
August 28, 2024	Commission makes final award decisions

## Application Requirements:

1. Applicants must review the [CJC Grant Administration Guide](#) for specific policies and procedures related to allowable uses of grant funds, review processes, and compliance regulations.
2. Applications must complete both the Preliminary Application and Final Application on the application due dates provided, along with the corresponding materials listed below.

**Preliminary Applications** must include the following:

- a. Responses to all Preliminary Application questions (a list of these questions is attached to this document).

**Final Applications** must include the following:

- a. Any changes to the Preliminary Application and responses to questions received in response to the Preliminary Application.
  - b. A budget projection sheet (a sample is attached to this document; spreadsheet available upon request). Requested funding should align with IMMEGP Legislative and Commission Priorities and adhere to any specific feedback provided to the applicant by the Grant Review Committee.
3. Successful applicants will be required to execute a grant agreement substantially in the form of the sample attached to this document.

For questions regarding this grant solicitation please contact Rima Ah Toong at [rima.ahtoong@cj.oregon.gov](mailto:rima.ahtoong@cj.oregon.gov).

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## How to Apply:

Applications must be submitted online through CJC's grant management system:  
<https://cjc-grants.smapply.io/>

## Preliminary Application Questions:

### A. Cover Sheet

Please include the following in your online application:

- Primary applicant contact information
- Fiscal contact information
- Indication of ACH/direct deposit preference
- Payment remittance address for the program
- Community-based organization type and fiscal sponsor name (if applicable)
- Identification of program type (established or implementation)

### B. Program Narrative

Applicants will be asked to answer the following narrative questions in their online applications, within the corresponding word limits.

#### 1. Program Overview

- *Problem Scope Statement* (500 words or less)
  - Provide a description of what the illegal marijuana market-related problem is that your program seeks to address. Consider describing the geographic scope covered by the program, impacts of the illegal marijuana market on the community or communities the program seeks to serve, any existing efforts to address the illegal market or problems caused by it, lack of necessary resources to adequately address existing needs, and/or other relevant problem descriptions.
- *Program Description* (250 words or less)
  - Provide a description of what program funds will be used to do, by which agencies/organizations, and how they will impact the illegal marijuana market's effects in areas served through implementation of the program.
- *Program's Desired Outcomes* (250 words or less)
  - Provide a description of the applicant's program goals and desired outcomes over time, specifying goals for each year of the grant period.

#### 2. Legislative Priority Elements

- *Provide a description of how the program will meet each of the Legislature's five award priority elements. Enter "N/A" for any priority elements your program will not meet* (250 words or less each).
  - Rural areas;

For questions regarding this grant solicitation please contact Rima Ah Toong at [rima.ahtoong@cjc.oregon.gov](mailto:rima.ahtoong@cjc.oregon.gov).

## **2023-2025 Grant Solicitation: Illegal Marijuana Market Enforcement Grant Program**

- Large-scale operations;
- Organized crime;
- Diversion of marijuana outside of Oregon;
- The ongoing humanitarian crisis associated with illegal marijuana cultivation and distribution, and facilitating connections to assistance and services for individuals impacted.

### 3. Commission Priority Elements

- *Provide a description of how the program will meet each of the Commission's five award priority elements. Enter "N/A" for any priority elements your program will not meet (250 words or less each).*
  - Fund training opportunities that assist applicants in addressing illegal marijuana markets;
  - Address cases that require complex financial accounting;
  - Track outcomes;
  - Collaborate with other agencies and organizations; and/or
  - Provide trauma-informed and culturally- and linguistically-specific and responsive services to persons affected by the ongoing humanitarian crisis associated with the illegal marijuana market.

### **Final Application Questions:**

#### A. Edits to Preliminary Application

Would you like to edit any of the responses to the Program Narrative (questions 1 – 3)?  
Note: You may want to update this information because plans have changed, or the Grant Review Committee recommended a change. Be sure to include a reason for the change in your response.

#### B. Budget Projection Sheet (attached)

Upload the budget projection sheet for your program.

**2023 – 2025 Illegal Marijuana  
Market Enforcement Grant  
Program:**

**Preview of Final Application  
Budget Sheet**

**BUDGET PROJECTION SHEET**

CJC Grant Program: Illegal Marijuana

Applicant Name: \_\_\_\_\_

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

**Directions:**  
 In the "Program Supported" field, identify the specific program/project the position supports.  
 In the "% Time per Month" field, use whole numbers to show percentage of position's time dedicated to grant-related work. Example: a half-time case manager = 50  
 In the "Monthly Rate" field, combine salary/wages and fringe benefits for a single month at full time, regardless of the value included in the "% Time per Month" field.  
 In the "# Months Employed" field, indicate the number of months the position is expected to be funded during the grant period.

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

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

1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

4.) \_\_\_\_\_

5.) \_\_\_\_\_

6.) \_\_\_\_\_

7.) \_\_\_\_\_

8.) \_\_\_\_\_

9.) \_\_\_\_\_

10.) \_\_\_\_\_

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

**Directions:**

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

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

Contract Title & Purpose	Program Supported	Contract Category		Unit Type	Price per Unit	# Units Required	Total Amount Requested
1		Select Option		Monthly			0.00
2		Select Option		Select Option			0.00
3		Select Option		Select Option			0.00
4		Select Option		Select Option			0.00
5		Select Option		Select Option			0.00
6		Select Option		Select Option			0.00
7		Select Option		Select Option			0.00
8		Select Option		Select Option			0.00
9		Select Option		Select Option			0.00
10		Select Option		Select Option			0.00
					<b>Contractual Services Total:</b>	\$	-

**Contractual Services Narrative:**

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

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

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

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

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

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

**Equipment Narrative:**

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

- 1.)
- 2.)
- 3.)
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- 10.)





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

**Directions:**

In the "Item Description" field, identify the name/type of supplies to be purchased.

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

In the "Organization Served" field, identify the entity that will use the supplies.

In the "# of Units Required" field, indicate the number of individual items to be purchased.

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

**Supplies Narrative:**

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

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

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

**Directions:**

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

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

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

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

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

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

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

**Training/Associated Travel Narrative:**

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

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

1.)	
2.)	
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**Administrative Costs:** Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting and staff services

**Directions:**  
 Total Administrative Costs may not exceed 10% of total funds requested, unless an exception is granted by the Commission.  
 In the "Item Description" field, identify the specific activities to be conducted.  
 In the "Program Supported" field, identify the specific program/project the expense supports.  
 In the "Organization" field, identify the entity that will be conducting the administrative activities.

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

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

1.)

2.)

3.)

4.)

5.)

6.)

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8.)

9.)

10.)

Budget Request Totals: This section will be automatically calculated based on the information provided above					
Budget Categories	Category Totals				
Personnel	\$	-			
Contractual Services	\$	-			
Equipment	\$	-			
Supplies	\$	-			
Rent/Utilities	\$	-			
Training/Travel	\$	-			
<i>Subtotal</i>	\$	-			
Administrative Costs	Total	% of Total Request			
All Items	\$	-	#DIV/0!	*No more than 10%, without exception request	
<b>Total Budget Request:</b>	<b>\$</b>	<b>-</b>			

**2023 – 2025 Illegal Marijuana  
Market Enforcement Grant  
Program:**

**Sample Grant Agreement**

CRIMINAL JUSTICE COMMISSION  
ILLEGAL MARIJUANA MARKET ENFORCEMENT GRANT PROGRAM  
GRANT AGREEMENT # IME-23-XX

885 Summer Street NE  
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as “CJC,” and **Grantee Name**, hereinafter referred to as “Grantee” and collectively referred to as the “Parties.” This Agreement shall become effective on the later of **July 1, 2024** 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 **\$000,000,000** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

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

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Subagreement Insurance Requirements**

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

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

**a. Progress Reports.** Grantee shall submit to CJC a progress report, together with such other Project information as CJC may reasonably request, (collectively, a “Progress Report”) every quarter during the Project Period. Progress Reports must be received by CJC no later than January 25, April 25, July 25, and October 25, in each case reporting for the prior calendar quarter. Progress Reports must be submitted through CJC’s grant administration website (<https://cjc-grants/smapply.io>) and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

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

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

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall disburse the Grant Funds in four installments according to the following disbursement schedule:

- One installment in the amount of **\$000,000** on October 5, 2024.
- One installment in the amount of **\$000,000** on January 5, 2025.
- One installment in the amount of **\$000,000** on April 5, 2025.

The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i. Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <https://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii. When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at [cjcgrants@oregon.gov](mailto:cjcgrants@oregon.gov).
- iii. As specified in OAR 213-080-0040(3), no more than 10 percent of the Grant Funds may be used for grant-related administrative costs such as purchasing, budgeting, payroll, accounting, staff services, and other costs as deemed appropriate by CJC.
- iv. Eligible Costs are limited to those cost categories and amounts identified in the Budget Summary in Exhibit A.

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

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- v. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.
- vi. Grantee has expended all Grant Funds previously disbursed to Grantee under this Agreement.

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

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

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

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

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



**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

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

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

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

## **8. Grantee Subagreements and Procurements**

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

**i.** Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement

to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

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

**b. Subagreement indemnity; insurance.**

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

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

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

**c. Procurements.**

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

**ii.** All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

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

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

**a.** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or

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

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

## **11. Termination**

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

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

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

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

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

## 12. GENERAL PROVISIONS

### a. Contribution.

i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against

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

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

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

**a. Indemnification.**

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

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

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

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

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

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

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

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

**g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

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

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

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

**iii.** Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section

12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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

**j. Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

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

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

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

**n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no



understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

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

**Approved by Grantee**

---

Signature of Grantee

Date

---

Name/Title

---

Federal Tax ID Number

---

State Tax ID Number

**Approved by Criminal Justice Commission**

---

Kenneth Sanchagrin, Executive Director

Date

---

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated **Date**

Sam Zeigler

Date

**CJC Grant Administrator**

Rima Ah Toong

885 Summer St. NE

Salem, OR 97301-2524

rima.ahtoong@cj.oregon.gov

503-983-0480

# EXHIBIT A

## Project Description and Budget

Pursuant to Senate Bill 1544 (2018) and House Bill 4074 (2022), the goal of the Criminal Justice Commission’s *Illegal Marijuana Market Enforcement Grant Program* (“Grant Program”) is to assist with the costs incurred by cities, counties, and community-based organizations in addressing unlawful marijuana cultivation and distribution operations, including investigation, interdiction, prosecution, and humanitarian crisis victim/survivor supports and services. The Grant Program prioritizes the following in achieving its goal:

- (a) Providing financial assistance to local law enforcement agencies and district attorneys in rural areas of this state to address unlawful marijuana cultivation and distribution operations;
- (b) Supporting local law enforcement agencies and district attorneys in investigating and prosecuting large-scale unlawful marijuana cultivation and distribution operations;
- (c) Providing financial assistance to local law enforcement agencies and district attorneys in the investigation and prosecution of organized crime involved in unlawful marijuana cultivation and distribution operations;
- (d) Providing financial assistance to local law enforcement agencies and district attorneys in the investigation and prosecution of unlawful marijuana cultivation and distribution operations that divert marijuana outside of this state; and
- (e) Providing financial assistance to local law enforcement agencies and community-based organizations in order to address the ongoing humanitarian crisis associated with unlawful marijuana cultivation or distribution operations and to facilitate connections to any necessary assistance and services for individuals impacted by the humanitarian crisis, including but not limited to language translation services and housing and legal services.

Grantee shall use the Grant Funds to **[general description of Project]**

Project Start Date:

July 1, 2024

GRANT #: IME-23-XX

GRANTEE PROGRAM CONTACT:

**NAME**

**EMAIL**

**TELEPHONE**

Project End Date:

December 31, 2025

GRANTEE FISCAL CONTACT:

**NAME**

**EMAIL**

**TELEPHONE**

BUDGET SUMMARY:

<b>Budget Category</b>	<b>Grant Funds Requested</b>
Personnel	\$000,000
Contractual Services	\$000,000
Equipment	\$000,000
Supplies	\$000,000
Rent/Utilities	\$000,000
Training/Travel	\$000,000
Administrative Costs	\$000,000
Total	\$000,000

## EXHIBIT B

### Subagreement Insurance Requirements

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

#### TYPES AND AMOUNTS.

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

#### ii. PROFESSIONAL LIABILITY

Required by CJC    Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

#### iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC    Not required by CJC.

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

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

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

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

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

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

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

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

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