



CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff

Lee Eby, Undersheriff

Brad O'Neil, Undersheriff

9/9/2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Application to the Oregon Criminal Justice Commission for illegal marijuana market law enforcement costs. Grant Value is \$1,000,000 for 2 years. Funding is through the Oregon Criminal Justice Commission. No County General Funds are involved.

Previous Board Action/Review	No prior action/review		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	No	Procurement Review	No
Contact Person	Patrick Williams	Contact Phone	503-785-5012

EXECUTIVE SUMMARY: The purpose of the Illegal Marijuana Market Enforcement Grant Program is to support local law enforcement agencies and district attorneys' offices in their efforts to address the illegal marijuana market in Oregon, as defined by Senate Bill(SB) 1544. The Illegal Marijuana Market Enforcement Grant Program (IMMEGP) assists local communities with the costs incurred addressing unlawful marijuana cultivation or distribution operations, including investigation, prosecution, and services for victims/survivors of labor trafficking and/or worker abuse.

RECOMMENDATION: Staff recommends approval to apply.

Respectfully submitted,

Sheriff Angela Brandenburg

For Filing Use Only

A Tradition of Service Since 1845

Office: 9101 SE Sunnybrook Boulevard, Clackamas, Oregon 97015

Mailing: 2223 Kaen Road, Oregon City, Oregon 97045

Phone: 503-785-5000 **Fax:** 503-785-5190 **www.ClackCoSheriff.us**

Financial Assistance Application Lifecycle Form

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

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

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

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

****CONCEPTION****

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

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

Award Renewal? ☐ Yes ☒ No

Lead Fund # and Department:	100-21
Name of Funding Opportunity:	CJC Illegal Marijuana Market Enforcement Grant 2025-2027

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

Requestor Information: (Name of staff initiating form)	Chynna Sing
Requestor Contact Information:	503-785-5019 ext 5019 csing@clackamas.us
Department Fiscal Representative:	Chynna Sing
Program Name & Prior Project #: (please specify)	N/A

Brief Description of Project:

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, prosecution, and services for victims/survivors of labor trafficking and/or worker abuse.

Name of Funding Agency: Oregon Criminal Justice Commission (CJC)

Notification of Funding Opportunity Web Address: <https://cjc-grants.smapply.io>

OR

Application Packet Attached: ☒ Yes ☐ No

Completed By: Chynna Sing

Date: 08/27/2025

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

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

☒ Competitive Application ☐ Non-Competing Application ☐ Other

Assistance Listing Number (ALN), if applicable:	N/A	Funding Agency Award Notification Date:	October 2025
Announcement Date:	5/1/2025	Announcement/Opportunity #:	N/A
Grant Category/Title		Funding Amount Requested:	\$1,000,000
Allows Indirect/Rate:	Yes	Match Requirement:	No
Application Deadline:	9/8/2025	Total Project Cost:	\$1,000,000
Award Start Date:	10/1/2025	Other Deadlines and Description:	N/A
Award End Date	8/31/2027		
Completed By:	Chynna Sing	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:			

Additional funding sources available to fund this program? Please describe:

No additional funding sources

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

No general fund support will be used.

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

No fund balance will be used.

In the next section, limit answers to space available.

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

Fiscal

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

None

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

N/A

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

Yes. 10% of the overall amount of grant funds awarded.

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

The grant would fund illegal marijuana market enforcement operations and training, not an existing or new program.

Organizational Capacity:

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

Yes.

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

We currently have partnership agreements in place as part of the CCITF with members from Canby Police, Oregon State Police, FBI, and National Guard. We will continue these partnerships and their roles and responsibilities in assisting with CCITF operations will remain consistent as they help with enhanced enforcement of illegal marijuana market operations if we receive grant funding.

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

N/A

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

Does not create a new program. Funding is a one time solicitation to conduct illegal marijuana market enforcement operations and training.

Collaboration

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

Clackamas County Code Enforcement and the Clackamas County District Attorney's Office.

Reporting Requirements

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

Quarterly progress reports beginning January 25, 2026.

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

CCITF will manage reporting. Data collected will be based on criminal cases worked.

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

Quarterly progress reports beginning January 25, 2026.

Mission/Purpose:

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

Clackamas County is experiencing persistent and increasingly complex challenges related to the illegal marijuana market, particularly in its rural and unincorporated areas. This grant will allow the Clackamas County Sheriff's Office to enhance its multidisciplinary response to the illegal marijuana market by expanding investigative capacity, strengthening inter-agency collaboration, supporting victim services, providing necessary equipment and training, and improving data collection and outcome tracking. By addressing these needs, the sheriff's office aims to reduce the presence and impact of illegal marijuana operations and better protect its communities from associated harms.

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

None

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

The objective of this funding is to reduce unlawful marijuana cultivation and distribution operations including investigation, prosecution, and services for victims/survivors of labor trafficking and/or worker abuse.

Other information necessary to understand this award, if any.

N/A

Program Approval:

Nate Hulsey

Name (Typed/Printed)

08/27/25

Date



Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Undersheriff Lee Eby

08/27/2025



Name (Typed/Printed)


Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Sheriff Angela Brandenburg

08/27/2025



Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Ethel Gallares

8/28/25



Name (Typed/Printed)

Date

Signature

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

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

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

For applications \$150,000 and below:

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

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at
and

Grants Manager at financegrants@clackamas.us
when fully approved.

Department: keep original with your grant file.

Please note we have added the following email that states the new application deadline as September 8th, 2025

Sing, Chynna

Subject: FW: IMMEGP Preliminary Application Feedback & Final Application Instructions: Clackamas County

From: AHTOONG Rima * CJC <Rima.AHTOONG@cjc.oregon.gov>

Sent: Friday, August 8, 2025 4:53 PM

To: Hulsey, Nate <nhulsey@clackamas.us>; Adolpho, Ke'ala <kadolpho@clackamas.us>

Cc: GRAUER Shelby * CJC <Shelby.GRAUER@cjc.oregon.gov>; KECK Ryan * CJC <Ryan.KECK@cjc.oregon.gov>; TALLAN Katherine * CJC <Katherine.TALLAN@cjc.oregon.gov>

Subject: IMMEGP Preliminary Application Feedback & Final Application Instructions: Clackamas County

Warning: External email. Be cautious opening attachments and links.

Hello,

Thank you for submitting a Preliminary Application for Clackamas County. The Illegal Marijuana Market Enforcement Grant Program (IMMEGP) Grant Review Committee (GRC) met on August 4th and carefully reviewed all submitted applications. The next step in the IMMEGP application process is the completion of the Final Application, which is due September 8th.

The Final Application is now open for you to complete in our grant management portal, SM Apply (<https://cjc-grants.smapply.io/>).

To assist you in the development of your Final Application, the IMMEGP GRC is providing the following guidance for all applicants:

- CJC's [Grant Administration Guide \(GAG\)](#) has been revised. Please review the GAG for updated information on the agency's general rules for all grants.
- The budget sheet has also been revised and can be found on [CJC's website](#). Please note that the revised budget sheet includes a second tab, named "Prioritization" which allows applicants to identify which budget line items they would like to prioritize, and which could be cut if applicants are not awarded their full budget request.
- Budgets should reflect GRC feedback made in response to Preliminary Applications.
- The GRC may choose to recommend prioritizing up to 17.8% of the total amount of funding available to award to community-based organizations providing services to victims of human trafficking associated with illegal marijuana grows.

Additionally, they provided specific feedback for your application.

Clarification Needed:

- Provide measurable objectives that align with your program's desired outcomes

Describe how your program will support the following **Legislative Priorities** identified in your application, including specific strategies that will be used to:

- Legislative Priority #1: address illegal marijuana cultivation or distribution operations in rural areas

- Legislative Priority #2: address large-scale illegal marijuana cultivation or distribution operations.
- Legislative Priority #3: address illegal marijuana cultivation or distribution operations that involve organized crime
- Legislative Priority #4: address illegal marijuana cultivation or distribution operations that involve diversion outside the state of Oregon

A recording of the GRC meeting will be available on [CJC's YouTube channel](#) within the next week. We recommend that you review the recording to better understand the written feedback included in this email. Please use this feedback to strengthen your Final Application, which includes your budget projection sheet and any changes to your submitted narrative responses and/or documentation (a resubmitted Preliminary Application is not needed).

A webinar with further instructions on how to complete the Final Application will be held on [Thursday, August 21st at 11 a.m.](#) The Teams meeting information is included at the bottom of this email.

The IMMEGP GRC appreciates the effort that you have put into the Preliminary Application and looks forward to reviewing the Final Application. If you have questions, please do not hesitate to reach out.

Thank you,



Rima Ah Toong
Grant Coordinator

Oregon Criminal Justice Commission
885 Summer St NE, Salem, OR 97301

(503) 983-0480 | oregon.gov/cjc
rima.ahtoong@cjc.oregon.gov

Pronouns: She/her

Public Records Disclosure: This e-mail is a public record of the Criminal Justice Commission and is subject to public disclosure, unless exempt from disclosure under Oregon Public Records Law. Information contained is subject to the agency Retention Schedule.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 264 754 121 789 5

Passcode: s8cv7f2Q

Dial in by phone

+1 503-446-4951,,571213988# United States, Portland

[Find a local number](#)

2025-2027 Grant Solicitation: Illegal Marijuana Market Enforcement Grant Program

Preliminary Application Due Date: June 12, 2025, at 1 PM

Final Application Due Date: August 21, 2025, at 1 PM

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, 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: ¹

1. Rural areas;
2. Large-scale operations;
3. Organized crime;
4. Diversion of marijuana outside of Oregon; and
5. The ongoing humanitarian crisis² 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: ³

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.

¹ HB 4074 §7 (5)(a-e) (2022).

² “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.

³ OAR 213-080-0050 (3).

2025-2027 Grant Solicitation: Illegal Marijuana Market Enforcement Grant Program

Availability and Duration of Funding:

This is a one-time solicitation offering financial support for the grant period beginning October 1, 2025, and ending August 31, 2027.

Available funding will be determined at the conclusion of the 2025 Regular Session of the Oregon State Legislature. Grant funds will be awarded through a competitive application process.

Of the available funds, the Commission may prioritize a portion to be awarded to eligible community-based organizations that apply to provide access to services described in [OAR 213-080-0050\(3\)\(e\)](#).

Application Timeline:

May 1, 2025	Grant solicitation released; Preliminary Application opened
June 12, 2025, at 1 PM	Preliminary Application due
June/July 2025	Grant Review Committee evaluates Preliminary Application
July 2025	Feedback provided to applicants; Final application opened
August 21, 2025, at 1 PM	Final Application due
September 2025	Grant Review Committee develops funding recommendations
October 2025	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 due dates provided, along with the corresponding materials listed below.

Preliminary Applications must include the following:

- a. Responses to all Preliminary Application questions (list of questions attached).

Final Applications must include the following:

- a. Any responses to requests by the Grant Review Committee and/or changes to the Preliminary Application; and
 - b. A budget projection sheet with all tabs completed (spreadsheet available online). Requested funding should align with IMMEGP Legislative and Commission Priorities and adhere to any specific feedback provided 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.

How to Apply:

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

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

2025-2027 Grant Solicitation: Illegal Marijuana Market Enforcement Grant Program

Application Due Date: June 12, 2025, at 1PM

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.

Preliminary Application Questions:

A. Cover Sheet

Please include the following in your online application:

Legal name of entity applying:

[text field]

Applicant Type

Unit of Local Government/Community-Based Organization

Community-Based Organization Information

Is your organization registered as a 501©3 non-profit in the state of Oregon?

Yes/No

Community-Based Organization Non-Profit Sponsor

If your organization is not registered as a 501©3 non-profit, please list which

Organization will be your non-profit sponsor:

[text field]

Type of Program

Established (has received IMMEGP funds previously)/Implementation (has not received IMMEGP funds previously)

Primary Applicant Contact

Name:

Organization:

Title:

Street Address:

City:

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

**2025-2027 Grant Solicitation:
Illegal Marijuana Market Enforcement Grant Program**

Zip Code:

E-mail:

Phone:

Fiscal Contact

Name:

Legal Name of Organization for Payment:

State EIN:

Payment Remittance Street Address:

City:

Zip Code:

E-mail:

Phone:

Would you like ACH payment processing (direct deposit)?

Yes

No

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)

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

2025-2027 Grant Solicitation: Illegal Marijuana Market Enforcement Grant Program

- 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;
 - 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)

Please download the Budget Projection Sheet ([click here](#)). Include details and justification as to how each requested line item meets or fulfills the purpose/intent of the program.

Type of Program

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

2025-2027 Grant Solicitation: Illegal Marijuana Market Enforcement Grant Program

Established (has received IMMEGP funds previously). Your current IMMEGP contract end date is 12/31/2025. You may choose to start your 2025 – 2027 biennium project period either 10/1/2025 or 1/1/2026 based on the needs of your program:

☐ October 1, 2025 – August 30, 2027

You anticipate needing funds prior to 1/1/2025 but may also have some carryover funding. Carryover funding is money from your current IMMEGP contract that you anticipate not being spent before October 1, 2025. Please acknowledge that you will deduct any predicted carryover funds from your budget projection sheet for the 2025-2027 biennium.

For example: If I need to request \$50,000 in 2025 – 2027 IMMEGP funding to support my existing operations through December 31, 2025, and I anticipate having \$5,000 left of 2023 – 2025 funds on October 1, 2025. Therefore, I will only request \$45,000 in my uploaded budget projection sheet for 2025 - 2027.

☐ I acknowledge that I will deduct any funds I anticipate to carry over from my current award beyond October 1, 2025.

Upload the 23-month budget projection sheet for your program.

☐ January 1, 2026 – August 30, 2027

Upload the 20-month budget projection sheet for your program.

Implementation (has not received IMMEGP funds previously)

☐ Upload the 23-month budget projection sheet for your program.

**2025 – 2027 Illegal Marijuana
Market Enforcement Grant
Program:**

**Preview of Final Application
Budget Sheet**

BUDGET PROJECTION SHEET									
CJC Grant Program:		IMMEGP							
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	Is this a new or existing position, and how is it funded?	% Time per Month	Monthly Rate (wages+fringe)	# Months Employed	Total Amount Requested	Personnel Narrative: For each requested item to the left, provide a brief (1-3 sentences) justification as to how it meets or fulfills the purpose/intent of the program.	
1			Select Option				0.00	1.)	
2			Select Option				0.00	2.)	
3			Select Option				0.00	3.)	
4			Select Option				0.00	4.)	
5			Select Option				0.00	5.)	
6			Select Option				0.00	6.)	
7			Select Option				0.00	7.)	
8			Select Option				0.00	8.)	
9			Select Option				0.00	9.)	
10			Select Option				0.00	10.)	
Personnel Total:							\$	-	
Contractual Services: An individual or organization providing a service or programmatic aspect of the work that is not provided directly by the grant recipient									
Directions: In the "Contracted Agency/Organization" field, identify the contractor. In the "Program Supported" field, identify the specific program/project the contracted services support. In the "Type" field, there is not an option for administrative costs. Any contracted administrative costs should be included in the "Administrative Costs" category. In the "Price per Unit/FTE per Month" field, as relevant, enter the price per unit or combine salary/wages and fringe benefits for a single month at full time for FTE. In the "# of Units/FTE Required" field, as relevant, indicate the number of individual items to be purchased or the number of FTEs associated with the line item.									
Contracted Agency/Organization	Program Supported	Type	Unit Type		Price per Unit/FTE per Month	# Units/FTE Required	Total Amount Requested	Contractual Services Narrative: For each requested item to the left, provide a brief (1-3 sentences) justification as to how it meets or fulfills the purpose/intent of the program.	
1		Select Option	Select Option				0.00	1.)	
2		Select Option	Select Option				0.00	2.)	
3		Select Option	Select Option				0.00	3.)	
4		Select Option	Select Option				0.00	4.)	
5		Select Option	Select Option				0.00	5.)	
6		Select Option	Select Option				0.00	6.)	
7		Select Option	Select Option				0.00	7.)	
8		Select Option	Select Option				0.00	8.)	
9		Select Option	Select Option				0.00	9.)	
10		Select Option	Select Option				0.00	10.)	
Contractual Services Total:							\$	-	
Rent/Utilities: Office space and related utilities necessary to provide grant-funded personnel space to complete program work									
Directions: In the "Item Description" field, identify the space/utilities covered. In the "Program Supported" field, identify the specific program/project that will use the space/utilities. In the "Organization Served" field, identify the entity that will use the space/utilities. In the "# of Months Required" field, identify the number of months that the entity will use the space/utilities.									
Item Description	Program Supported	Organization Served	Unit Type		Price per Month	# Months Required	Total Amount Requested	Rent/Utilities Narrative: For each requested item to the left, provide a brief (1-3 sentences) justification as to how it meets or fulfills the purpose/intent of the program.	
1			Select Option				0.00	1.)	
2			Select Option				0.00	2.)	
3			Select Option				0.00	3.)	
4			Select Option				0.00	4.)	
5			Select Option				0.00	5.)	
6			Select Option				0.00	6.)	
7			Select Option				0.00	7.)	
8			Select Option				0.00	8.)	
9			Select Option				0.00	9.)	
10			Select Option				0.00	10.)	
Rent/Utilities Total:							\$	-	
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	Equipment Narrative: For each requested item to the left, provide a brief (1-3 sentences) justification as to how it meets or fulfills the purpose/intent of the program.		
1						0.00	1.)		
2						0.00	2.)		
3						0.00	3.)		
4						0.00	4.)		
5						0.00	5.)		
6						0.00	6.)		
7						0.00	7.)		
8						0.00	8.)		
9						0.00	9.)		
10						0.00	10.)		

Equipment Total: \$ -									
Supplies: Consumable materials or supplies, including the cost of small items of equipment that do not meet the threshold for the "Equipment" category Directions: In the "Item Description" field, identify the name/type of supplies to be purchased. In the "Program Supported" field, identify the specific program/project the supplies supports. In the "Organization Served" field, identify the entity that will use the supplies. In the "# of Units Required" field, indicate the number of individual items to be purchased.									
Item Description	Program Supported	Organization Served		Price per Unit	# Units Required	Total Amount Requested	Supplies Narrative: For each requested item to the left, provide a brief (1-3 sentences) justification as to how it meets or fulfills the purpose/intent of the program.		
1						0.00	1.)		
2						0.00	2.)		
3						0.00	3.)		
4						0.00	4.)		
5						0.00	5.)		
6						0.00	6.)		
7						0.00	7.)		
8						0.00	8.)		
9						0.00	9.)		
10						0.00	10.)		
Supplies Total: \$ -									
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 <u>one</u> 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	Training/Associated Travel Narrative: For each requested item to the left, provide a brief (1-3 sentences) 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				Select Option			0.00	1.)	
2				Select Option			0.00	2.)	
3				Select Option			0.00	3.)	
4				Select Option			0.00	4.)	
5				Select Option			0.00	5.)	
6				Select Option			0.00	6.)	
7				Select Option			0.00	7.)	
8				Select Option			0.00	8.)	
9				Select Option			0.00	9.)	
10				Select Option			0.00	10.)	
Training/Travel Total: \$ -									
Administrative Costs: Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting and staff services Directions: Total Administrative Costs may not exceed 10% of total funds requested, unless an exception is granted by the Commission. In the "Item Description" field, identify the specific activities to be conducted. In the "Program Supported" field, identify the specific program/project the expense supports. In the "Organization" field, identify the entity that will be conducting the administrative activities.									
Item Description	Program Supported	Organization Served					Total Amount Requested	Administrative Costs Narrative: For each requested item to the left, provide a brief (1-3 sentences) justification as to how it meets or fulfills the purpose/intent of the program.	
1								1.)	
2								2.)	
3								3.)	
4								4.)	
5								5.)	
6								6.)	
7								7.)	
8								8.)	
9								9.)	
10								10.)	
Administrative Total: \$ -									

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

**2025 – 2027 Illegal Marijuana
Market Enforcement Grant
Program:**

Sample Grant Agreement

IME-27-XX GRANT AGREEMENT

CRIMINAL JUSTICE COMMISSION

ILLEGAL MARIJUANA MARKET ENFORCEMENT GRANT PROGRAM

Agreement Number: IME-27-XX

This grant agreement ("Agreement"), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Criminal Justice Commission ("CJC" or "State"), and **Grantee Name** ("Recipient"). This Agreement becomes effective only when fully signed and approved as required by applicable law ("Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **November 30, 2027**.

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

Exhibit A: Contact Information, Project Description and Reporting 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 precedent shall control. The precedence each of the following documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A.

SECTION 1: KEY GRANT TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$XXX,XXX,XXX

Completion Deadline: August 31, 2027

SECTION 2: FINANCIAL ASSISTANCE

CJC shall provide Recipient, and Recipient shall accept from CJC, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

CJC's obligations are subject to the receipt of the following items, in form and substance satisfactory to CJC and its Counsel:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, and information as CJC may reasonably require.

SECTION 3: DISBURSEMENT

A. **Disbursement.** Upon execution of this Agreement and satisfaction of all conditions precedent, CJC shall disburse Grant funds to Recipient in installments as listed:

- (1) \$XXX,XXX by December 31, 2025;
- (2) \$XXX,XXX by March 31, 2026;
- (3) \$XXX,XXX by September 30, 2026; and
- (4) \$XXX,XXX by March 31, 2027.

B. Conditions to Disbursements.

- (1) CJC has no obligation to disburse Grant funds unless:
 - i. CJC has sufficient funds currently available for this Agreement;
 - ii. CJC has received appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make payment. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds due to lack of appropriations, allotments, or expenditure authority will not constitute an Event of Default; and
 - iii. Recipient is in compliance with the terms of this Agreement.
- (2) CJC may amend this Agreement to remove the final disbursement of Grant funds in subsection A of this section if Recipient has not expended at least 60 percent of the Grant Amount by December 31, 2026. Notwithstanding any other provision of this Agreement, CJC's determination not to disburse funds under this subsection will not constitute an Event of Default.

SECTION 4: USE OF GRANT

As more particularly described in Exhibit A, Recipient will use the Grant to fund Illegal Marijuana Market Enforcement programs (the "Project"). Recipient may only use Grant funds to cover reasonable and necessary Project costs incurred by Recipient during the period beginning October 1, 2025, and ending on the Completion Deadline, and that are allocable thereto and that are not excluded by CJC as set forth in the *Grant Administration Guide* published by CJC ("Eligible Costs"). Recipient must expend the entire Grant Amount on Eligible Costs. Such expenditure must occur no later than the Completion Deadline.

SECTION 5: REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to CJC as follows:

A. Organization and Authority.

- (1) Recipient is validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Recipient, and when executed by CJC, is legal, valid and binding, and enforceable in accordance with this Agreement's terms.

B. Full Disclosure. Recipient has disclosed in writing to CJC all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. Recipient has disclosed in writing to CJC all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

SECTION 6: COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify CJC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
- (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
 - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- C. Worker's Compensation Insurance. All employers, including Recipient, 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. Recipient shall ensure that each of its subcontractors and subrecipients complies with these requirements.
- D. Return of Unexpended Grant Funds. Any Grant funds disbursed to Recipient under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline, must be returned to CJC. Recipient shall return all Grant funds not expended to CJC within 30 days after the earlier of termination of this Agreement, completion of the Project, or the Completion Deadline.
- E. Financial Records. Recipient will cooperate with CJC to provide all necessary financial information and records to comply with reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles. Recipient will retain these books of account and records until six years after the Completion Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.
- F. Inspection. Recipient shall permit CJC, and any party designated by CJC, the Oregon Secretary of State's Office, and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as CJC may reasonably require, with the exception of materials protected by attorney-client privilege or the attorney work product doctrine. Further, Recipient shall neither supply, nor permit inspection of, (1) any

information protected by HIPAA, ORS 192.553, or related regulations or rules, or (2) the personnel files of Recipient's employees, absent appropriate confidentiality protections, including exemption from disclosure under the Public Records Law, ORS ch. 192.

G. Notice of Event of Default. Recipient shall give CJC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

H. Recipient Subagreements, Insurance and Procurements.

(1) Subagreements. Recipient may enter into agreements with subcontractors and subrecipients ("Subagreements") for implementation of portions of the Project. Recipient 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 Recipient to CJC within ten (10) days of its discovery.

(2) Subagreement indemnity.

Each Recipient 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.

(3) Insurance.

Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by similar entities engaged in similar activities. Upon request,

Recipient shall provide to CJC a Certificate(s) of Insurance required under this Agreement or, as applicable, require each subrecipient to, upon request, provide to CJC a Certificate(s) of Insurance required under this Agreement. Nothing in this provision precludes Recipient from exerting a defense against any party other than CJC, including a defense of immunity.

(4) Procurements.

Recipient 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, ORS chapters 279A, 279B and 279C.

SECTION 7: DEFAULT

A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:

- (1) Misleading Statement. Any materially false or misleading representation is made by Recipient or a person authorized to speak on its behalf, in this Agreement or in any document provided by Recipient related to this Grant.
- (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by CJC. CJC may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action. Acts or omissions of subgrantees shall not constitute an Event of Default unless ratified or knowingly induced by Recipient.

B. CJC Default. CJC will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 8: REMEDIES

A. CJC Remedies. Upon the occurrence of an Event of Default, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of CJC’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from CJC. If, because of an Event of Default, CJC demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon CJC’s demand.

CJC may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law.

CJC reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

- B. Recipient Remedies. In the event of default by CJC, Recipient's sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims CJC has against Recipient.

SECTION 9: TERMINATION

- A. Mutual Termination. This Agreement may be terminated at any time by mutual written consent of the parties.
- B. Termination by CJC. In addition to terminating this Agreement upon an Event of Default as provided in Section 8, CJC may terminate this Agreement with notice to Recipient under any of the following circumstances:
- (1) If CJC anticipates a shortfall in applicable revenues or CJC fails to receive sufficient funding, appropriations or other expenditure authorizations to allow CJC, in its reasonable discretion, to continue making payments under this Agreement.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.
- C. Termination by Recipient. Recipient may terminate this Agreement with notice to CJC under any of the following circumstances:
- (1) After conferring with CJC, Recipient has determined that the requisite local funding to continue the Project is unavailable to Recipient or Recipient is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Recipient at the time it executed this Agreement and that are beyond Recipient's reasonable control.
 - (2) There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

SECTION 10: MISCELLANEOUS

- A. Contribution.
- (1) 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 Recipient 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.
 - (2) With respect to a Third Party Claim for which CJC is jointly liable with Recipient (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 Recipient in such proportion as is appropriate

to reflect the relative fault of the CJC on the one hand and of Recipient 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 Recipient 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.

- (3) With respect to a Third Party Claim for which Recipient is jointly liable with CJC (or would be if joined in the Third Party Claim), Recipient 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 Recipient 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 Recipient 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. Recipient'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.

- (1) Recipient 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 attorney's 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 Recipient or its officers, employees, subcontractors, or agents under this Agreement.
- (2) State shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. 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 Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient 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 the State, which consent shall not be unreasonably withheld, conditioned or delayed.

- B. No Implied Waiver. No failure or delay on the part of CJC to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- C. Choice of Law; Designation of Forum; Federal Forum. 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.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, 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 paragraph applies to a claim brought against 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 paragraph 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.

- D. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or CJC at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- E. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- F. Work Product. To the extent it has the necessary rights, Recipient 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"). Recipient shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that CJC own such intellectual property, then Recipient shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

- G. Independent Contractor. Recipient shall implement the Project as an independent contractor and not as an agent or employee of CJC. Recipient 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 Recipient implements the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of implementing the Project. Recipient acknowledges and agrees that Recipient 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.
- H. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- I. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of CJC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of CJC.
- J. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- K. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- L. No Third-Party Beneficiaries. CJC and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Notwithstanding the foregoing, CJC acknowledges, agrees, and intends that Recipient will expend the Grant consistent with the Project.
- M. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 6.D through 6.F, 7, 8, 10.A, 10.C, 10.D, and 10.O.
- N. Time is of the Essence. The parties agree that time is of the essence under this Agreement.
- O. Public Records. CJC’s obligations under this Agreement are subject to the Oregon Public Records Laws.

The signatures of the parties follow on the next page.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Criminal Justice Commission

GRANTEE NAME

By: _____
Ken Sanchagrin, Executive Director

By: _____

Date: _____

Date: _____

Approved as to Legal Sufficiency in accordance with ORS 291.047:

Approved by email dated **DATE**

Nina Englander, Senior Assistant Attorney General

EXHIBIT A: CONTACT INFORMATION, PROJECT DESCRIPTION AND REPORTING REQUIREMENTS

Contact Information:**CJC**

State of Oregon, acting by and through its
Criminal Justice Commission

Grant Administrator: Rima Ah Toong

Telephone: 503-983-0480

Email: rima.ahtoong@cjc.oregon.gov

Recipient

Grantee Name

Mailing Address

City State Zip

Contact: Name

Telephone: Number

Email: Email

Project Description:

Pursuant to Senate Bill 1544 (2018), Senate Bill 893 (2021 Second Special Session) and House Bill 4074 (2022), the purpose of the Illegal Marijuana Market Enforcement Grant Program is to financially support cities, counties, and community-based organizations in addressing unlawful marijuana cultivation and distribution operations, including investigation, prosecution, and services for victims/survivors of labor trafficking and/or worker abuse.

The goal of the Illegal Marijuana Market Enforcement Grant Program is to reduce illegal marijuana cultivation and distribution and facilitate connections to assistance and services for individuals impacted.

Recipient shall use Grant funds to support the following program(s), to work toward the goals stated above: **INSERT FROM SPREADSHEET**

Project Period:

Start Date: October 1, 2025

End Date: August 31, 2027

Reporting Requirements:

Schedule

Recipient must submit to CJC quarterly expenditure reports, beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must submit to CJC quarterly progress reports, beginning January 25, 2026, until the earlier of thirty (30) days after Grant funds are fully expended or thirty (30) days after the Completion Date.

Recipient must receive prior approval from CJC to submit any required report after its due date.

Report Contents

Required reports must be submitted through CJC's grant administration system and contain all the requested information.

1. CJC Quarterly Expenditure Report (<https://cjc-grants.smapply.io>)
 - a. Grant funds spend during the prior calendar quarter, with brief description.
2. CJC Quarterly Progress Report (<https://cjc-grants.smapply.io>)
 - a. Data and information related to the Recipient's progress in addressing illegal marijuana cultivation and distribution and/or providing services for victims/survivors during the prior calendar quarter; and
 - b. Any other Project information as CJC may reasonably request.