



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, NOVEMBER 17, 2025

Allen Room - Deschutes Services Building - 1300 NW Wall Street - Bend

(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

Citizen Input: The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing citizeninput@deschutes.org or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

Zoom Meeting Information: This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.

Time estimates:

The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.

CALL TO ORDER

CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

Note: *In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734.*

COMMISSIONER ANNOUNCEMENTS

CONSENT AGENDA

- [1.](#) Approval of Order No. 2025-055 correcting the legal description for the Tumalo Basin Sewer District
- [2.](#) Acceptance of grant funds for Victims Assistance Programs
3. Approval of the minutes of the BOCC joint meeting with the Circuit Court on October 15, 2025
4. Approval of the minutes of the November 3, 2025 BOCC meeting

AGENDA ITEMS

5. **1:10 PM** Appointment of director to fill vacancy on the Swalley Irrigation District Board
- [6.](#) **1:20 PM** Terrebonne Community Plan Update: Scope and Draft Schedule

OTHER ITEMS

These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.

EXECUTIVE SESSION

At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

7. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



Deschutes County encourages persons with disabilities to participate in all programs and activities. This meeting/event is accessible. Accommodations including sign and other language interpreter services, assistive listening devices, materials in alternate formats such as Braille, large print, electronic formats, or language translations are available upon advance request at no cost. Please make a request at least 24 hours in advance of the meeting/event by calling Brenda Fritsvold at (541) 383-6572 or send an email to brenda.fritsvold@deschutes.org.



El condado de Deschutes anima a las personas con discapacidad a participar en todos los programas y actividades. Esta reunión/evento es accesible. Hay disponibles servicios de intérprete de lengua de señas y de otros idiomas, dispositivos de escucha asistida, materiales en formatos alternativos como braille, letra grande, formatos electrónicos, traducciones o cualquier otra adaptación, con solicitud previa y sin ningún costo. Haga su solicitud al menos 24 horas antes de la reunión/el evento llamando a Brenda Fritsvold al (541) 388-6572 o envíe un correo electrónico a brenda.fritsvold@deschutes.org.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 17, 2025

SUBJECT: Approval of Order No. 2025-055 correcting the legal description for the Tumalo Basin Sewer District

RECOMMENDED MOTION:

Move approval of Order No. 2025-055 to correct the legal description for the Tumalo Basin Sewer District.

BACKGROUND AND POLICY IMPLICATIONS:

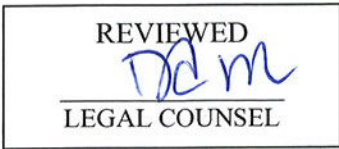
Order 2025-055 corrects Order 2024-025 to replace the legal description.

BUDGET IMPACTS:

None

ATTENDANCE:

Dave Doyle, Legal Counsel



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Correcting Order 2024-025 Legal
Description for Tumalo Basin Sewer District

*
*
*
*

ORDER NO. 2025-055

WHEREAS, on August 7, 2024 the Board of County Commissioners reviewed a petition to form the Tumalo Basin Sewer District (“District”) based solely on the criteria set forth in ORS 198.805; and

WHEREAS, the Board approved the petition and formation of the District on August 7, 2024 in Order 2024-025; and

WHEREAS, the District in October 2025 noticed an omission of four tax lots in the legal description accompanying Order 2024-025 in forming the District; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. The legal description included in Order 2024-025 is hereby replaced with the attached Exhibit A. The District Boundary shall be substantially as legally described in Exhibit A of this corrected Order 2025-055.

Section 2. The District boundary map included in Order 2024-025 remains unchanged as attached here as Exhibit B.

Section 3. The County Legal Department shall cause certified copies of this Order to be filed with the Deschutes County Clerk and Assessor and the Oregon Department of Revenue and Secretary of State pursuant to ORS 198.870.

Dated this _____ of _____,
2025.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DeBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

Tumalo Sanitary District**Service Area Boundary Description (Lot & Block)****Prepared by: Parametrix Inc.****Date: 10/21/2025**

The proposed service area boundary includes the following blocks and lots in the Plat of Laidlaw, recorded August 30, 1904, under County Survey No. 10229, Deschutes County Survey Records, situated in Section 31, Township 16 South, Range 12 East, W.M. Deschutes County, Oregon:

Block 1	Lots 1-12 (See Attached Description)	Block 19	Lots 1-24
Block 2	Lots 1-12 (See Attached Description)	Block 20	Lots 1-24
Block 3	Lots 1-12 (See Attached Description)	Block 21	Lots 1-5 (See Attached Description for TL4900)
Block 6	Lots 1-12	Block 23	Lots 1-24
Block 7	Lots 1-12	Block 24	Lots 1-24
Block 8	Lots 1-12	Block 25	Lots 1-4 & 13-24 (NE of US HWY 20)
Block 9	Lots 1-12	Block 29	Lots 1-5 & 7-12 (NE of US HWY 20)
Block 10	Lots 1-24	Block 30	Lots 1-12
Block 11	Lots 1-24	Block 31	Lots 4-6
Block 13	Lots 1-24	Block 32	Lots 1-6
Block 14	Lots 1-24	Block 33	Lots 1-12, & PT. of vacated Cook Ave.
Block 15	Lots 1-24	Block 40	Lots 1-3 & 7-12 (NE of US HWY 20)
Block 16	Lots 1-12 (NE of US HWY 20)	Block 41	Lots 1-6
Block 17	Lots 10-12 (NE of US HWY 20)	Block 42	Lots 1-6 (NE of US HWY 20)
Block 18	Lots 1-24 (NE of US HWY 20)		

Together with:

Vacated portions of 3rd Street beginning at Strickler Ave east to centerline of Bruce Ave

Vacated portions of Bruce Ave between blocks 7 & 6, 10 & 11

Vacated portion of Wood Ave between blocks 7 & 8, 9 & 10, 17 & 18

Vacated portions of 6th Street between blocks 18 & 25, 20 & 23

Vacated portions of 9th Street between blocks 33 & 40, 32 & 41

Vacated portions of 10th Street East of Hwy 20

Vacated portions of Wharton Ave 32 & 33, 40 & 41, 42 & US HWY 20

Vacated portions of Riverside Ave between block 21 and the Deschutes River

Vacated portions of alleys in blocks 1, 2, 3, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 18, 19, 20, 23, 24, 25, 29, 30, 33, 40

Together with the following lots in the plat of Deschutes River Tract, filed August 16, 1960, under County Survey No. 06751, Deschutes County Survey Records, situated in Section 31, Township 16 South, Range 12 East, W.M. Deschutes County:

Lots 4-6	Lots 25 & 26
Lots 14 & 15	Lots 28 & 29

Lots 35-37

Lots 39-42

Lots 44-46

Lot 49

Lot 43, Excepting Therefrom: Beginning at the Southeast corner of said Lot 43, also being the Northeast corner of Lot 38; thence S89°51'14"W, along the line between Lots 43 and 38, a distance of 190.00 feet to point on the South line of Lot 43, also being the Northwest corner of Lot 38; thence N00°45'44"W, 67.00 feet; thence N89°51'14"E, 143.53 feet to the East line of Lot 43; thence S35°18'12"E, along the East line of Lot 43, a distance of 81.95 feet to the true point of beginning.

Together with: A parcel of land located in the Southeast Quarter of Section 31, Township 16 South, Range 12 East of the Willamette Meridian, being a portion of Lot 47, DESCHUTES RIVER TRACT, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of said Lot 47, thence S89°36'20"E, along the South line of Lot 47, also being the North line of Elm Lane, a distance of 187.01 feet; thence 8.26 feet along the arc of a 30.00 foot radius curve concave to the southeast (the long chord of which bears N38°32'54"E, 8.23 feet) to the true point of beginning; thence N46°26'41"E, 62.95 feet to the westerly bank of the Deschutes River; thence S57°15'09"E, along the westerly bank of the Deschutes River, 124.71 feet to the Southeast corner of Lot 47, also being the Northeast corner of Lot 43; thence N88°44'53"W, along the line between Lots 47 and 43, a distance of 99.86 feet to the easterly right-of-way of Elm Lane; thence 70.21 feet along the arc of a 30.00 foot radius curve, concave to the Southwest, (the long chord of which bears N66°30'20"W, 55.25 feet), to the true point of beginning.

Lots 52 & 53

LEGAL DESCRIPTION

Lot 38, DESCHUTES RIVER TRACT, DESCHUTES COUNTY, OREGON

TOGETHER WITH:

A portion of Lot 43, DESCHUTES RIVER TRACT, located in the Southeast Quarter (SE ¼) of Section 31, Township 16 South, Range 12 East, of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southeast corner of said Lot 43, also being the Northeast corner of Lot 38; thence S.89° 51' 14" W, along the line between Lots 43 and 38, as shown on the plat of DESCHUTES RIVER TRACT, 190.00 feet to a point on the South line of Lot 43, also being the Northwest corner of Lot 38; thence N 00° 45' 44" W, 67.00 feet; thence N 89° 51' 14" E, 143.53 feet to the East line of Lot 43; thence S 35° 18' 12" E, along the East line of Lot 43, a distance of 81.95 feet to the point of beginning.

CORRECTED LEGAL
EXHIBIT "A"

A parcel of land located in the Southeast Quarter of Section 31, Township 16 South, Range 12 East of the Willamette Meridian, being a portion of Lot 47, DESCHUTES RIVER TRACT, Deschutes County, Oregon, described as follows:

Beginning at the Southwest corner of said Lot 47; thence North, along the West line of Lot 47, a distance of 93.00 feet; thence N 78° 13' 40" E, (N 78° 24' 00" E, 114.06 feet, Deed Volume 2013, Page 33419, Deschutes County Official Records), 114.13 feet to the North line of said Lot 47; thence N 89° 51' 14" E, along the North line of said Lot 47, a distance of 47.13 feet to the westerly bank of the Deschutes River; thence S 49° 17' 38" E, along the westerly bank of the Deschutes River, 104.08 feet; thence S 46° 26' 41" W, 62.95 feet to the North line of Elm Lane; thence 8.26 feet along the arc of a 30.00 foot radius curve concave to the southeast (the long chord of which bears S 38° 32' 54" W, 8.23 feet); thence N 89° 36' 20" W, along the North line of Elm Lane, 187.01 feet to **the true point of beginning.**

TOGETHER WITH all that portion of Lot 51 DESCHUTES RIVER TRACT, Deschutes County, Oregon, lying South of the following described line: Commencing at the Southwest corner of said Lot 51; thence S 89° 58' 00" E, 111.73 feet to the true point of beginning; thence N 78° 24' 00" E to the westerly bank of the Deschutes River and the terminus of this description.

Containing 0.54 acres more or less.

EXHIBIT "A"

LEGAL DESCRIPTION FOR THE VACATION OF ALLEYS IN LAIDLAW

Alleys in Block 2 and 3; Thirty feet abutting Lot 12, Block 1; Thirty feet abutting lots 1 and 12 Block 2; Thirty feet abutting lots 1 and 12 Block 3; located in the plat of Laidlaw (Tumalo).

SUBJECT TO the reservation of a utilities easement in and upon all of the property; for the purposes of continuing, constructing, installing, maintaining, repairing, reconstructing, replacing, enlarging and altering; wires, poles, pipes, lines, structures, casings supports, equipment, facilities and appurtenances; at the present and in the future; necessary or convenient; to Deschutes County, a political subdivision of the State of Oregon, its agents, licensees and permittees; forever.

EXHIBIT A

Parcel 1:

Lots 1, 2, 3, 4, and 5 in Block 11 of Townsite of Laidlaw, Deschutes County, Oregon, together with that portion of vacated Bruce Avenue accruing to said lots. EXCEPT that portion of the vacated alley accruing to said lots.

Tax Account number: 16-12-31-A0-01500

Also known as: 19849 3rd St.

Parcel 2:

Lots 1, 2, 3, 4 and 5 in Block 21, TOGETHER WITH that portion of Riverside Avenue adjacent thereto vacated by Deschutes County Commissioner' Order dated April 2, 1973, and that portion of Sixth Street adjacent thereto vacated by Deschutes County Commissioners' Order dated June 14, 1971, which inured to said lots upon the vacation thereof, all located in the TOWNSITE OF LAIDLAW, Deschutes County, Oregon.

That portion of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Sixteen (16) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Northerly corner of Lot 61 of Deschutes River Tract; thence North 89° 58' West along the Northerly line of Riverview Avenue, a distance of 41.00 feet; thence North 00° 13' East, a distance of 129.43 feet to the Southwesterly side of the Deschutes River, in said Northeast Quarter (NE 1/4) of said Section 31 and the true point of beginning; thence South 00° 13' West, a distance of 129.43 feet to the North line of Riverview Avenue; thence South 89° 58' East along the said North line, a distance of 20.5 feet; thence North 00° 13' East, a distance of 20.00 feet; thence South 87° 58' 20" East, a distance of 275.00 feet, more or less, to the centerline of the Deschutes River; thence Northerly along said centerline to the Southeast corner of the land conveyed in the deed to Deschutes County, recorded June 4, 1969 in Book 165 at page 23 of Deed Records; thence South 68° 01' 30" West, a distance of 139.00 feet to the Southwest corner of said land conveyed to Deschutes County; thence South 14° 48' 24" East to the true point of beginning.

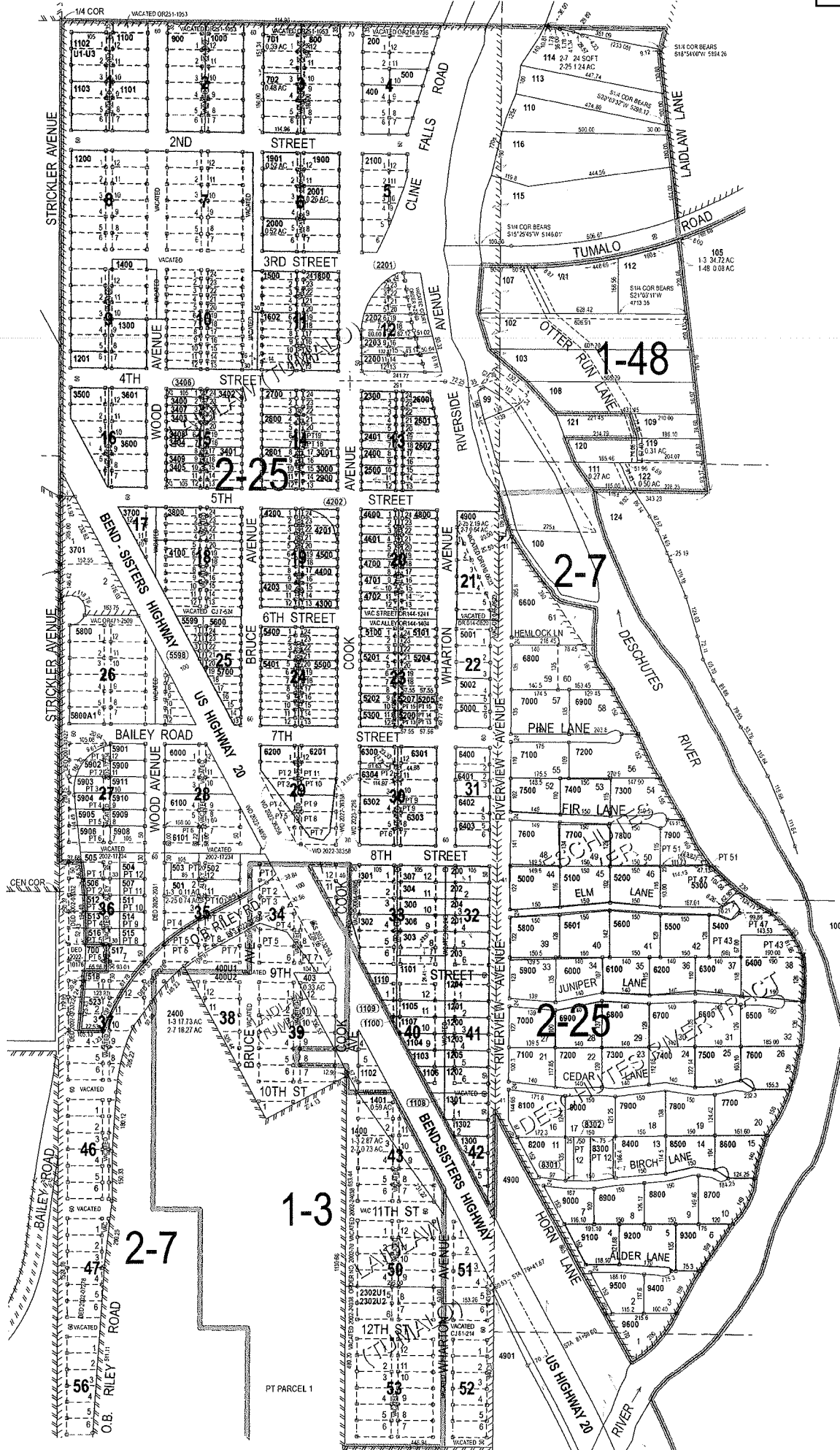
Tax Account No.: 16 12 31 A0 04900

Also known as: 64680 Wharton Ave.

EXHIBIT B

TUMALO BASIN SEWER DISTRICT - BOUNDARY MAP

11/17/2025 Item #1.





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 17, 2025

SUBJECT: Acceptance of grant funds for Victims Assistance Programs

RECOMMENDED MOTION:

Move approval of Document No. 2025-904, a grant agreement with Victims of Crime Act (VOCA) / Criminal Fines Account (CFA) to accept funding for Victims Assistance Programs.

BACKGROUND AND POLICY IMPLICATIONS:

The District Attorney's Office requests Board authorization to accept non-competitive formula grants provided to assist in funding Victims Assistance Programs. This funding will renew existing funding already established in the Victims Assistance Program and already budgeted for in Fiscal Year 2026 (FY26).

On September 10, 2025, the Board of County Commissioners authorized the District Attorney's Office to apply for the VOCA/ CFA grants, which fund 2.0 limited-duration FTE in Victims Assistance. Subsequently, on September 17, 2025, the Board approved Resolution No. 2025-040, extending these limited-duration positions through September 30, 2026 on the condition that this funding was approved.

Due to prior federal immigration-enforcement conditions, only carry-forward funds were allocated and the FY25 VOCA formula funding allocations were temporarily held. These conditions have since been removed, resulting in the County being awarded an additional \$163,568 in VOCA funding for the 2025–26 allocation period (10/1/25-9/30/26). This additional funding will fully support the 2.0 FTE Victim Advocate positions and associated program costs, including travel and training, office equipment, temporary personnel, and administrative expenses necessary for effective grant administration.

BUDGET IMPACTS:

Funding was included in the FY26 budget. Total expected revenue for the duration of the one-year grant cycle (10/1/2025-9/30/2026) will be:

- VOCA: \$270,130
- CFA: \$112,198

There is no requirement for matching funds.

ATTENDANCE:

Jessica Chandler, DA Business Manager



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: October 1, 2025

TO: 2025-2026 VOCA and CFA Non-Competitive Grant Recipients

FROM: Marjorie Glick and Ben Bradshaw, Fund Coordinators

Attached is your agency's 2025-2026 VOCA and CFA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – 2024 Victims of Crime Act Special Conditions
- Exhibit F – 2025 Victims of Crime Act Special Conditions

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the “Grantee Signed Grant Agreement” upload field on the “Grant Agreement Upload” page in your application in E-Grants. Once the documents are uploaded and the form page saved, you will need to **change the application status in CVSSD E-Grants to “Agreement Accepted.”**

Once the signed Grant Agreement has been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to “Grant Awarded.” You will find the uploaded copy of your grant agreement under the “Agreement Upload” form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact your Fund Coordinator.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**2025-2026 VOCA AND CFA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

1. Applicant Agency's Name and Address: Deschutes County, acting by and through its District Attorney's Office 1164 NW Bond St. Bend, OR 97701-1913 Contact Name: Diane Carnahan Telephone: 541-317-3186 E-mail: diane.carnahan@dcda.us	2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement. 3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000
4. Award Number: VOCA/CFA-2025-DeschutesCo.DAVAP-00039	5. Award Date: October 1, 2025
6. Subrecipient Tax Identification Number: 93-6002292	7. UEI Number: SVJRCF7JN519
8. Type of Party Receiving Funds: ☒ Subrecipient ☐ Contractor	9. Project Period: October 1, 2025 – September 30, 2026
10. VOCA Category: General Victim Services	11. Total VOCA Grant Award Amount / Match Amount Required: \$270,130.00/ \$0.00 CFDA 16-575 Match Waiver Approved For: \$ 67,532.50
12. Federal VOCA Award #s 15POVC-23-GG-00410-ASSI 15POVC-24-GG-00716-ASSI 15POVC-25-GG-00353-ASSI	
13. Indirect Cost Rate: N/A	14. Total CFA Grant Award Amount: CFA Allocation: \$112,198.00
15. VOCA Annual Narrative Report Due Dates: October 31, 2026	16. Total Federal Award Amount: \$270,130.00
17. VOCA Semi-Annual Narrative Report Due Dates: April 30, 2026 October 31, 2026	18. VOCA and CFA Financial Reports, Common Outcome Measures Report, VOCA PMT Report, and CFA Statistical Report Due Dates: January 31, 2026 April 30, 2026 July 20, 2026 October 31, 2026
This award is contingent upon the Subrecipient agreeing to the terms of award for the grant entitled "2025-2026 VOCA/CFA Non-Competitive Grant Request for Applications for Awards". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE
2025-2026 VOCA AND CFA GRANT AWARD
INTERGOVERNMENTAL GRANT AGREEMENT**

VOCA/CFA-2025-DeschutesCo.DAVAP-00039

BETWEEN: State of Oregon, acting by and through (DOJ CVSSD)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096

AND: Deschutes County, acting by and through its District Attorney's Office (Subrecipient)
1164 NW Bond St.
Bend, OR 97701-1913

PROJECT START DATE: October 1, 2025

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* ("VOCA") and ORS 147.231(1), DOJ CVSSD is authorized to enter into a grant agreement and to make an award from funds received under VOCA to Subrecipient for the purposes set forth herein.
- (b) Pursuant to ORS 147.227 (1), DOJ CVSSD is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the Criminal Fine Account (CFA), to Subrecipient for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as "Agreement", is between DOJ CVSSD and the forenamed Subrecipient.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of October 1, 2025.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. 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.

- (a) This Agreement without any exhibits.
- (b) Exhibits A through F as described in Section 2.04(c).
- (c) The most current version of the CFA Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>, ("CFA Grant Management Handbook") and the VOCA Handbook available at the Grantor's web page under **VOCA Federal Rules and State Guidelines** <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/#vocafederalrules> ("VOCA Handbook").
- (d) 2025-2026 VOCA and CFA Grant Funds Request for Applications for Awards ("VOCA and CFA RFA").
- (e) Subrecipient's CFA Application from the VOCA and CFA Non-Competitive Application to include the general information for all Subrecipients, (Form A, Cover Page; Form B, Staff, Volunteers and Training Requirements; Form C, Meaningful Access to Effective Services; Form D, Project Collaborations; Form F, Administrative Self-

Assessment; Form G, Financial Management Self-Assessment; Form H, Other Attachments; and the Subrecipient's CFA Application as defined in Section 1.04 (e) herein and the Subrecipient's VOCA Application as defined in Section 1.04 (f) herein, are collectively referred to as the "Subrecipient's VOCA CFA Application."

- (f) Subrecipient's CFA Application from the VOCA CFA RFA to include the following and collectively referred to as "Subrecipient's CFA Application."
 - (i) Forms J- N, the budget forms (CFA Budget).
- (g) Subrecipient's VOCA Application from the VOCA CFA RFA to include the following and collectively referred to as "Subrecipient's VOCA Application."
 - (i) Form E, VOCA Services.
 - (ii) Form I, VOCA Program Income Narrative (if applicable).
 - (iii) Forms J-N, the budget forms ("VOCA Budget").

Section 1.05. Requirements for Pass-through Entities. Information required by 2 CFA 200.332 for pass-through entities to include on all subawards is contained herein or available for VOCA at https://justice.oregon.gov/crime-victims/pdf/2025_voca_pass_through_documentation.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Subrecipient with the maximum not-to-exceed amount of **\$382,328.00** (the "Grant") from CFA to financially support and assist Subrecipient's implementation of the Subrecipient's CFA Application (as described in Section 1.04), and all supplemental documents submitted by Subrecipient to DOJ CVSSD, all of which are incorporated herein by this reference and collectively referred to as the "Project".

Fund	Total Allocation	Total Maximum Funds
VOCA	\$270,130.00	\$270,130.00
CFA	\$112,198.00	\$112,198.00

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Subrecipient shall implement the VOCA and CFA activities as described in the Project.

Section 2.03. Disbursement of Grant Funds.

- (a) CFA Funds: Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall periodically disburse the CFA Grant funds to Subrecipient. The first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all parties and all required approvals, if any, obtained. Thereafter, the CFA Grant shall be disbursed in amounts to be determined by DOJ CVSSD on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire CFA Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or, (iii) this Agreement terminates as provided herein.
- (b) VOCA Funds: Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse the VOCA Grant funds to Subrecipient on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all parties and all required approvals, if any, obtained and when DOJ CVSSD has received from Subrecipient a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Prior to each disbursement, all of the following conditions must be satisfied:

- (a) DOJ CVSSD has received sufficient federal and state funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) DOJ CVSSD has received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) DOJ CVSSD has received a copy of **Exhibit A**, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, **Exhibit B**, Standard Assurances, **Exhibit C**, Single Audit Certification Letter, **Exhibit D**, Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice, **Exhibit E**, 2024 Victims of Crime Act Special Conditions, **Exhibit F**, 2025 Victims of Crime Act Special Conditions and all in the form attached hereto and incorporated herein by this reference, duly executed and delivered on behalf of Subrecipient by an authorized official of Subrecipient.
- (d) Subrecipient certifies it has obtained the required insurance coverage for the duration of this Agreement and acknowledges Subcontractor Insurance Requirements contained in Section 7.07 of this agreement;
- (e) If Subrecipient expends \$1,000,000 or more in federal funds from all sources Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F.
- (f) If Subrecipient agency does not claim an exemption from the Equal Employment Opportunity Plan (“EEOP”) requirement (Subrecipient is an educational, medical or non-profit institution or an Indian Tribe; or Subrecipient has less than 50 employees; or Subrecipient was awarded less than \$25,000 in federal U.S. Department of Justice funds), Subrecipient has prepared, maintained on file, submitted to the Office for Civil Rights or DOJ CVSSD for review (if receiving a single award of \$25,000 or more) an EEOP Utilization Report, and implemented an EEOP;
- (g) Subrecipient is current in all reporting requirements of all active or prior grants administered by DOJ CVSSD;
- (h) No default as described in Section 6.04 has occurred; and
- (i) Subrecipient’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Disbursement Conditions. If Subrecipient fails to satisfy any of the following conditions, DOJ CVSSD may withhold disbursement:

Reserved

Section 2.06. Grant Availability Termination. The availability of Grant funds under this Agreement and DOJ CVSSD’s obligation to disburse Grant funds pursuant to Section 2.03 shall end on **September 30, 2026** (the “Availability Termination Date”). DOJ CVSSD will not disburse any Grant funds after the September 30, 2026, Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when DOJ CVSSD accepts Subrecipient’s completed reports, as described in Section 5.07, or on **September 30, 2026**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice DOJ CVSSD’s right to enforce this Agreement with respect to any default by Subrecipient that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Subrecipient's use of the Grant funds is limited to those expenditures necessary to implement the Project. All Grant funds must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Handbook and the CFA Handbook. Furthermore, Subrecipient's expenditure of Grant funds must be in accordance with the Project VOCA and CFA Budget set forth in the Subrecipient's VOCA CFA Application.

Section 3.02. Ineligible Uses of Grant Funds. Notwithstanding Section 3.01, Subrecipient shall not use the Grant funds for (i) indirect costs defined in 2 CFR 200.1 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of fifteen percent (15%) if Subrecipient does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.18(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent version of the VOCA and CFA Grant Management Handbook.

Section 3.03. Misexpended and Unexpended Grant Funds. If any state Grant funds disbursed to Subrecipient, or any interest earned by Subrecipient on State Grant funds, that is not expended by Subrecipient (i) in accordance with this Agreement ("Misexpended Funds") or (ii) by the earlier of the appropriate Availability Termination Date or the date this Agreement is terminated ("Unexpended Funds") shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence to the contrary, at DOJ CVSSD's discretion and with DOJ CVSSD's prior approval, Subrecipient may request an Amendment to this Agreement to extend the Availability Termination Date.

Subrecipient may, at its option, satisfy its obligation to return Misexpended and Unexpended Funds under this Section 3.03 by paying to DOJ CVSSD the amount of Misexpended and Unexpended Funds or permitting DOJ CVSSD to recover the amount of the Misexpended and Unexpended Funds from future payments to Subrecipient from DOJ CVSSD. If Subrecipient fails to return the amount of the Misexpended and Unexpended Funds within fifteen (15) days after the earlier of written demand from DOJ CVSSD, the appropriate Availability Termination Date or the date this Agreement is terminated, Subrecipient shall be deemed to have elected the deduction option and DOJ CVSSD may deduct the amount demanded from any future payment or payments from DOJ CVSSD to Subrecipient, including but not limited to: (i) any payment to Subrecipient from DOJ CVSSD under this Agreement, (ii) any payment to Subrecipient from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Subrecipient, and (iii) any payment to Subrecipient from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Subrecipient in writing of its intent to recover Misexpended and Unexpended Funds and identify the program or programs from which the deduction or deductions will be made. Subrecipient shall have the right to, not later than fourteen (14) calendar days from the date of DOJ CVSSD's notice, request the deduction be made from a future payment(s) identified by Subrecipient. To the extent that DOJ CVSSD's recovery of Misexpended and Unexpended Funds from the future payment(s) suggested by Subrecipient is feasible, DOJ CVSSD shall comply with Subrecipient's request. In no case without the prior consent of Subrecipient, shall the amount of recovery deducted from any one obligation owing to Subrecipient exceed twenty-five percent (25%) of the amount from which the deduction was taken. DOJ CVSSD may seek recovery from as many future payments as necessary to fully recover the amount of Misexpended and Unexpended Funds. DOJ CVSSD's right to recover Misexpended and Unexpended Funds from Subrecipient under this subsection is not subject to or conditioned on Subrecipient's recovery of money from any subcontractor or subrecipient.

SECTION 4 SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to DOJ CVSSD that:

Section 4.01. Existence and Power. Subrecipient is a political subdivision of the State of Oregon. Subrecipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Subrecipient of this Agreement (a) has been duly authorized by all necessary action of Subrecipient, (b) does not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Subrecipient's articles of incorporation or bylaws, or any provision of Subrecipient's charter or other organizational document and (c) does 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 Subrecipient is a party or by which Subrecipient or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly executed by Subrecipient and when executed by DOJ CVSSD, constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

Section 4.04. Approvals. If applicable and necessary, the execution and delivery of this Agreement by Subrecipient has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

Section 4.05. There is no proceeding pending or threatened against Subrecipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Subrecipient to carry out the Project.

SECTION 5 SUBRECIPIENT'S AGREEMENTS

Section 5.01. Project Commencement. Subrecipient shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Subrecipient must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Subrecipient must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider the Subrecipient in default in accordance with Section 6.04 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Subrecipient shall complete the Project no later than **September 30, 2026**; however, if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Subrecipient shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Subrecipient will comply with all of federal requirements, including, but not limited to, those set forth in Exhibits A – F (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; 2024 Victims of Crime Act Special Conditions; and 2025 Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Subrecipient shall collect and maintain statutorily required civil rights statistics on victim services as indicated in the CVSSD Quarterly Statistical Report.
- (b) Subrecipient shall comply with the following Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division and the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under

Policies on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

- (c) Subrecipient shall complete and certify completion of civil rights training as described under Training on DOJ CVSSD's Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Subrecipient shall conduct periodic training for Subrecipient employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Subrecipient shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Subrecipient is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by DOJ CVSSD and available under Notification Regarding Program Availability on DOJ CVSSD's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.05. Volunteers. Subrecipient organization will use volunteers unless a waiver has been obtained from DOJ CVSSD.

Section 5.06. Training Requirements.

- (a) Subrecipient shall ensure that all grant-funded staff and volunteers/interns successfully complete the training outlined in the *Grantee Training Requirements* document on CVSSD's [Grant Guidance Documents webpage](#).
- (b) All grant-funded staff providing direct services are required to attend the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.
- (c) Subrecipient shall notify DOJ CVSSD when any staff training is completed by updating the Staff Roster in the CVSSD web-based grant application and reporting system ("CVSSD E-Grants"). Subrecipient shall document training completed by volunteers, interns and members of the board of directors, governing body or designated leaders.
- (d) Subrecipient shall attend all appropriate DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.07. Reporting Requirements. Subrecipients have established quarterly reporting requirements that entail the submission of both quarterly, semi-annual, and annual reports. The semi-annual reports alternate throughout the reporting period. These reporting requirements are reflected in the [Grant Reporting Date Requirements Across Funds](#) document on the DOJ CVSSD website and are described below.

- (a) Quarterly Client Feedback Form and Outcome Measures Report. Subrecipient agrees to distribute a client feedback form to all victims served by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by DOJ CVSSD in the most recent version of the Grant Management Handbooks as well as collect other data as requested by DOJ CVSSD. Subrecipient shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Subrecipient must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30. Subrecipient shall use forms satisfactory to DOJ CVSSD.
- (b) Quarterly Financial Reports. Subrecipient shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31, and no later than July 20 for the calendar quarter ending June 30.

- (c) Subrecipient shall submit the following reports as described in the VOCA CFA RFA and in the most recent version of the VOCA Handbook:
- (i) Quarterly Performance Measurement Tool Reports. Subrecipient shall provide Grantor with quarterly performance measurement tool reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
 - (ii) Semi-Annual Progress Reports. Subrecipient shall prepare and submit to DOJ CVSSD semi-annual narrative reports no later than 30 days after the end of the calendar quarters ending March 31 and September 30.
 - (iii) Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Subrecipient shall prepare and submit to Grantor an Annual Narrative Report for the VOCA Non-Competitive Project covering the reporting period just ended from October 1 through September 30.
- (d) Subrecipient shall submit the following reports as described in the VOCA CFA RFA and in the most recent version of the CFA Handbook:
- (i) Quarterly Statistical Reporting. Subrecipient shall prepare and submit to DOJ CVSSD quarterly statistical reports no later than 30 days after the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.

Section 5.08. Procurement Standards. Subrecipient shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement procedures and regulations conform to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Section 5.09. VOCA Matching Funds. DOJ CVSSD exercises its authority to waive matching funds for this VOCA award.

Section 5.10. Program Income. Subrecipient (and any subrecipient at any tier) must seek approval from DOJ CVSSD prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of this Agreement. Program income generated by the Subrecipient must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in DOJ CVSSD withholding award funds, disallowing costs, or suspending or terminating the award. The Subrecipient must comply with all program income requirements contained in the Program Income Policy available on the DOJ CVSSD's web page under Grant Guidance Documents: <https://www.doj.state.or.us/crime-victims/for-grantees/grant-guidance-documents/>.

Section 5.11. Nondisclosure of Confidential or Private Information. Subrecipient shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Subrecipient may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Subrecipient shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:

- (i) Information requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Subrecipient's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
 - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Subrecipient's programs may be released only if:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, and limited to a reasonable duration. The reasonableness of duration is dependent on the situation. Subrecipient may not use a blanket release and must specify the scope and limited circumstances of any disclosure. Subrecipient must discuss with the victim, and the written release must explain, why the information might be shared, who would have access to the information, and what information could be shared under the release.
 - (ii) Subrecipient may not require consent to release of information as a condition of service.
 - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person who has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian. A legally-appointed guardian must sign for an incapacitated person. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the subrecipient or subgrantee should attempt to notify the minor as appropriate.
 - (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Subrecipient shall make reasonable attempts to provide notice to victims affected by the disclosure of information. Subrecipient shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Subrecipient may share the personally identifying information or individual information of deceased victims that is requested for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The Subrecipient makes a reasonable effort to obtain a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
 - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Subrecipient is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Subrecipient (and any subgrantee at any tier) must have written procedures in

place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

- (i) Subrecipient shall notify DOJ CVSSD promptly after receiving a request from the media for information regarding a recipient of services funded with Grant funds.

Section 5.12. Criminal History Verification. Subrecipient shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) Requiring all applicants for employment or volunteer service to apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Subrecipient; or
- (b) Contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) Using another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Subrecipient shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees, or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Subrecipient shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether, based upon the conviction, the person poses a risk to working safely with victims of crime. If Subrecipient intends to hire or retain the employee, potential employee, or volunteer, Subrecipient shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant, employee, or volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Subrecipient will place this explanation, along with the applicant, employee, or volunteer's criminal history check, in the retained employee or volunteer's personnel file for permanent retention.

Section 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VOCA project is to benefit a set of individuals under 18 years of age, Subrecipient must make determinations of suitability, in advance, before individuals may interact with participating minors, regardless of the individual's employment status. Details of this requirement can be found: (1) on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here. DOJ CVSSD instructions for complying with this requirement can be found on the CVSSD website at: [Grant Guidance Documents - Oregon Department of Justice](#) and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Subrecipient shall ensure that, as part of the hiring process for any position funded with VOCA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Subrecipient must:

- (a) Notify all staff involved in the hiring process of this requirement;
- (b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient uses E-Verify to confirm employment eligibility for each hiring for a position that is or will be funded with VOCA funds.

Details of this requirement can be found in Exhibits E and F: Victims of Crime Act Special Conditions (2024 and 2025) and are incorporated by reference here.

Section 5.15. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Subrecipient must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Subrecipient's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. It is the responsibility of the Subrecipient to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. DOJ CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subrecipient and any contractors or subcontractors of Subrecipient, which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained. Subrecipient acknowledges that this Agreement and other information related to the performance of this Agreement is a public record under the Oregon Public Records Law, ORS 192.311 to 192.478 and may be subject to mandatory disclosure upon request unless as exemption from disclosure provided under the law applies.
- (c) Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$1,000,000 or more in federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Subrecipient expends less than \$1,000,000 in its fiscal year, Subrecipient is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection 5.15(b) above.
- (d) Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Subrecipient did not expend \$1,000,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.16. Compliance with Laws. Subrecipient shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant funds and the activities financed with the Grant funds. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe**

Streets Act of 1968, as amended, 34 U.S.C. §10228(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).

- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
 - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 999 North Capitol Street N.E., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Subrecipient, the Subrecipient shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Subrecipient to have a Unique Entity Identifier (UEI) number.
- (e) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (f) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at [Civil Rights Office | Home | Office of Justice Programs \(ojp.gov\)](#).
- (g) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (h) Further, Subrecipient shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 999 North Capitol Street N.E., Washington D.C. 20531. Complaints with the Office for Civil Rights can be filed through their website at [Civil Rights Office | Filing a Civil Rights Complaint | Office of Justice Programs \(ojp.gov\)](#) or by sending the complaint verification form and Identity Release Statement to the address listed in the preceding sentence.

Section 5.17. Grant Eligibility Requirements. Subrecipient will comply with the federal eligibility criteria established by the Victims of Crime Act of 1984, as amended, and the Office of Justice Programs Financial Guide, in order to receive VOCA funds as described in the Subrecipient's VOCA Application.

Section 5.18. Assurances. The Subrecipient assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from DOJ CVSSD for:
 - 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 - 2. Adding a budget category or line item that did not exist in the original budget; OR
 - 3. Deleting an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: <https://ojp.gov/financialguide/DOJ/index.htm> ; and
- (d) Comply with the terms of the most recent version of the CFA and the VOCA Grant Management Handbooks.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by Either Party. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, DOJ CVSSD may terminate this Agreement effective immediately upon written notice to Subrecipient, or effective on such later date as may be established by DOJ CVSSD in such notice, under any of the following circumstances: (a) DOJ CVSSD fails to receive sufficient appropriations or other expenditure authorization to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) DOJ CVSSD fails to receive sufficient federal or state funds to allow DOJ CVSSD, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) Subrecipient is in Default under Section 6.04.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DOJ CVSSD, Subrecipient shall immediately cease all activities under this Agreement unless, in a notice issued by DOJ CVSSD, DOJ CVSSD expressly directs otherwise.

Section 6.04. Default. Either party (as applicable) shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Subrecipient herein or in any documents or reports relied upon by DOJ CVSSD to measure progress on the Project, the expenditure of Grant funds or the performance by Subrecipient is untrue in any material respect when made; or
- (c) Subrecipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal

Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or

- (d) A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Subrecipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. In the event Subrecipient is in default under Section 6.04, and if Subrecipient's default is not cured within fifteen (15) days of written notice thereof to Subrecipient from DOJ CVSSD or such longer period as DOJ CVSSD may authorize in its sole discretion, DOJ CVSSD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 6.02, (ii) reducing or withholding payment for Project activities or materials that are deficient or Subrecipient has failed to complete by any scheduled deadlines, (iii) requiring Subrecipient to complete, at Subrecipient's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under this section or setoff (under 3.03), or both, or (vi) declaring Subrecipient ineligible for the receipt of future awards from DOJ CVSSD. These remedies are cumulative to the extent the remedies are not inconsistent, and DOJ CVSSD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. Subrecipient may, at its option, satisfy its obligation to return such costs under this Section by paying to DOJ CVSSD the amount of the costs or permitting DOJ CVSSD to recover the amount of the funds from future payments to Subrecipient from DOJ CVSSD.
- (b) Subrecipient Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Subrecipient elects to terminate this Agreement, Subrecipient's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of authorized expenses incurred for Project activities completed and accepted by DOJ CVSSD, less any claims DOJ CVSSD has against Subrecipient. In no event will DOJ CVSSD be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of DOJ CVSSD to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DOJ CVSSD or any other agency or department of the State of Oregon, or both, and Subrecipient 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. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail (with confirmation of delivery, either by return email or by demonstrating through other technological means that the email has been delivered to the intended email address), or mailing the same, postage prepaid to Subrecipient or DOJ CVSSD at the address or number set forth in this Agreement. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the postmark date. Any communication or notice delivered by e-mail shall be deemed received and effective on the date sent if sent during normal business hours of the receiving party and on the next business day if sent after normal business hours of the receiving party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee. This Section shall survive expiration or termination of this Agreement.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing as specified in Section 7.03 of this Agreement. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Subawards, Successors and Assignments.

- (a) Subrecipient shall not enter into any Subawards, as defined in 2 CFR 200.1, for any of the Project activities required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall require any Subrecipients, as defined in 2 CFR 200.1, to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Subrecipient must in its use of federal funds. DOJ CVSSD's consent to any Subaward shall not relieve Subrecipient of any of its duties or obligations under this Agreement.
- (b) Subrecipient shall not enter into any Contracts, as defined in 2 CFR 200.1, for any of the Project activities required by this Agreement without DOJ CVSSD's prior written consent. Subrecipient shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Subrecipient shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](#) found at [Grant Guidance Documents - Oregon Department of Justice](#). DOJ CVSSD's consent to any Contract shall not relieve Subrecipient of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of DOJ CVSSD, Subrecipient, and their respective successors and assigns, except that Subrecipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DOJ CVSSD. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DOJ CVSSD.

Section 7.06. Entire Agreement. This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

- (b) Third Party Claim; DOJ CVSSD's Joint Liability. With respect to a Third Party Claim for which the DOJ CVSSD is jointly liable with the Subrecipient (or would be if joined in the Third Party Claim), the DOJ CVSSD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subrecipient in such proportion as is appropriate to reflect the relative fault of the DOJ CVSSD on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the DOJ CVSSD on the one hand and of the Subrecipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The DOJ CVSSD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the DOJ CVSSD had sole liability in the proceeding.
- (c) Third Party Claim; Subrecipient's Joint Liability. With respect to a Third Party Claim for which the Subrecipient is jointly liable with the DOJ CVSSD (or would be if joined in the Third Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the DOJ CVSSD in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of the DOJ CVSSD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of the DOJ CVSSD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- (e) Indemnification by Subcontractors. Subrecipient shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) Subcontractor Insurance Requirements. Subrecipient shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit G, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Subrecipient and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to DOJ CVSSD. Subrecipient shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Subrecipient permit a contractor to work under a Subcontract when the Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subrecipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. Reserved.

Section 7.09. False Claims Act. Subrecipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Subrecipient that pertains to this Agreement or to the Project. Subrecipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subrecipient further acknowledges in addition to the remedies under Section 6.05, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subrecipient.

Section 7.10. Time is of the Essence. Subrecipient agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.11. Survival. The following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Funds; Section 5.15, Maintenance, Retention and Access to Records; Audits; and Section 7, Miscellaneous. Otherwise, all rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

Section 7.12. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.13. 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.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

Section 7.16. No Third Party Beneficiaries. DOJ CVSSD and Subrecipient 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, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

**STATE OF OREGON**

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR SUBRECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: Approved via email on 11/10/2025

EXHIBIT A

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271- 10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Deschutes County Victims Assistance- 1164 NW Bond St. Bend, OR 97703

1. Grantee Name and Address

VOCA-CFA-2025-DeschutesCo.DAVAP-00039

93-6002292

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



OMB APPROVAL NO. 1121-140

STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Print Name of Authorized Official Title

Signature of Authorized Official Date

SINGLE AUDIT CERTIFICATION LETTER

October 1, 2025

Diane Carnahan
Deschutes County, acting by and through its District Attorney's Office
1164 NW Bond St.
Bend, OR 97701-1913

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and **Deschutes County, acting by and through its District Attorney's Office** for the period of October 1, 2025 – September 30, 2026 under the VOCA Grant Award/CFDA#16-575 /\$270,130.00.

Dear Diane Carnahan,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

Accordingly, we are requesting that you check one of the following, upload all appropriate documentation regarding your organization's compliance with the audit requirements to the Federal Audit Clearinghouse, sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, E, and F.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____ and have uploaded the audit and accompanying documentation to the Federal Audit Clearinghouse at [The Federal Audit Clearinghouse \(fac.gov\)](#). (If material exceptions were noted, the responses and corrective actions taken have also been provided.)
2. _____ We expect our single audit for our most recent fiscal year, ending _____, to be completed by _____. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be uploaded to the Federal Audit Clearinghouse at [The Federal Audit Clearinghouse \(fac.gov\)](#) within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)
3. _____ We are not subject to the single audit requirement because:
_____ We are a for-profit organization.
_____ We expend less than \$1,000,000 in federal funds annually.
_____ Other (please explain) _____

Print Name of Fiscal Officer

Title

Signature of Fiscal Officer

Date

Oregon Department of Justice – Crime Victim and Survivor Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBAWARDS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under “I,” the person responsible for reporting civil rights findings; and checking only the one certification under “II” that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under “I”, keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, E, and F.

Grant Award: VOCA/CFA-2025-DeschutesCo.DAVAP-00039	Grant Title: 2025-2026 VOCA and CFA Non-Competitive Grant
Subrecipient Name (Funded Entity): Deschutes County, acting by and through its District Attorney's Office	
Address: 1164 NW Bond St., Bend, OR 97701-1913	
Project Period: Start Date: July 1, 2025 End Date: September 30, 2026	Award Amount: \$382,328.00
Contact Name, Phone # & E-mail address: Diane Carnahan, 541-317-3186, diane.carnahan@dcda.us	

AUTHORIZED OFFICIAL’S CERTIFICATION: As the Authorized Official for the above Subrecipient, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF SUBAWARD RECIPIENTS:** All subaward recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that _____ [Subrecipient]
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the direct Recipient, OR DOJ CVSSD, for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B, B(1), C, or C(1) below) that applies to this Subrecipient agency during the period of the grant duration noted above.

☐ **CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- ☐ Subrecipient is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☐ Subrecipient has less than 50 employees; and/or
- ☐ Subrecipient was awarded less than \$25,000 in federal U.S. Department of Justice funds.

If a subrecipient agency is claiming exemption from the EEOP requirement, then the subrecipient agency must certify they are exempt and provide this certification to OR DOJ CVSSD.

I, _____ [authorized official], certify that _____ [Subrecipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION B: Declaration Stating that an EEOP Certification Form and Utilization Report Has Been Submitted to Office for Civil Rights (OCR) for Review**

If a recipient agency has fifty or more employees and is a direct recipient of funding subject to the Safe Streets Act, receiving a single award of \$25,000 or more, then the recipient agency must submit an EEOP certification form and an EEOP Utilization Report to OCR for review. The utilization report should be submitted electronically to OCR through the EEOP Report Builder for DOJ Direct Recipients at [OCR - EEOP \(ojp.gov\)](https://ocr.eeop.ojp.gov).

I, _____ [authorized official], certify that _____ [Subrecipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent an EEOP Utilization Report for review on _____ [date] to the OCR.

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION B(1): Declaration Stating that Certification B Applies and that an EEOP Certification Form and Utilization Report Will Be Submitted to Office for Civil Rights (OCR) for Review**

I, _____ [authorized official], certify that _____ [Subrecipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, will formulate an EEOP in accordance with 28 CFR pt. 42, subpt. E, and send an EEOP Utilization Report for review to the OCR once the EEOP section of the OCR website is operational.

Print or Type Name and Title

Signature

Date

☐ **CERTIFICATION C: Declaration Stating that an EEOP Certification Form and Utilization Report Has Been Submitted to OR DOJ CVSSD for Review**

*If a subrecipient agency has fifty or more employees and is receiving a single award of \$25,000 or more **as a subrecipient**, then the subrecipient agency must submit an EEOP certification form and an EEOP Utilization Report to OR DOJ CVSSD for review. The subrecipient may use the EEOP Report Builder tool for DOJ Subrecipients found at [OCR - EEOP \(ojp.gov\)](#) to create their EEOP Utilization Report. The utilization report should be submitted electronically to OR DOJ CVSSD through the Egrants system.*

I, _____ [authorized official],
certify that _____ [Subrecipient],
which has fifty or more employees and is receiving a single award of \$25,000 or more, has formulated an
EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent an EEOP Utilization Report for review on
_____ [date] to the Oregon Department of Justice, Crime Victim and Survivor Services Division.

_____	_____	_____
Print or Type Name and Title	Signature	Date

☐ **CERTIFICATION C(1): Declaration Stating Certification C applies and that an EEOP Certification Form and Utilization Report Will Be Submitted to OR DOJ CVSSD for Review**

I, _____ [authorized official],
certify that _____ [Subrecipient],
which has fifty or more employees and is receiving a single award of \$25,000 or more, will formulate an
EEOP in accordance with 28 CFR pt. 42, subpt. E, and send an EEOP Utilization Report for review on to the Oregon
Department of Justice, Crime Victim and Survivor Services Division once the OCR website is operational and the
EEOP Report Builder tool is available.

_____	_____	_____
Print or Type Name and Title	Signature	Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, E, and F. You must also forward a signed copy to the person you identified under “I” on page 1. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <https://ojp.gov/about/ocr/eeop.htm>.

2024 VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. Requirement of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Subrecipient that relates to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the Subrecipient, the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized official for the Subrecipient, all assurances or certifications by or on behalf of the Subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, an assurance or certification related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Subrecipient and the award. Among other things, the CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the Subrecipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact CVSSD promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A Subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the Subrecipient currently has other active awards of federal funds, or if the Subrecipient receives any other award of federal funds during the period of performance for this award, the Subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Subrecipient must promptly notify the awarding agency (CVSSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) or grant amendment to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Unique Entity Identifiers

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Employment eligibility verification for hiring under the award

1. The Subrecipient (and any subrecipient at any tier) must:

- A. Ensure that, as part of the hiring process for any position in the United States that is or will be funded (in whole or in part) with VOCA funds, the Subrecipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- B. Notify all persons associated with the Subrecipient (or any subrecipient) who are or will be involved in activities under this VOCA award of both –
 - 1) This award requirement for verification of employment eligibility, and
 - 2) The associated provisions of 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for this award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The Subrecipient must monitor subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Subrecipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

- D. Nothing in this condition shall be understood to authorize or require any Subrecipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Subrecipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to CVSSD before award acceptance.

10. All subawards ("subgrants") must have specific federal authorization

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Subrecipient, subrecipients at any tier ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any subrecipient ("subgrantees").

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Determination of suitability to interact with participating minors

SCOPE: This condition applies to this award if it is indicated – in the application for the award (or in the application for any subaward, at any tier), or the CVSSD solicitation -- that the purpose of some or all of the activities to be carried out under this VOCA award (whether by Subrecipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age:

The Subrecipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

15. Requirement for data on performance and effectiveness under the award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSSD in the manner (including within the timeframes) specified by CVSSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

16. OJP Training Guiding Principles

Any training or training materials that the Subrecipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

17. Effect of failure to address audit issues

The Subrecipient understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSSD awards.

18. Potential imposition of additional requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by CVSSD during the period of performance for this award, if the Subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

22. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or subrecipient at any tier) would or might fall within the scope of this prohibition, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

23. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The Subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient (or a subrecipient at any tier) would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

24. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Subrecipient and any subrecipients at any tier ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

25. Restrictions and certifications regarding non-disclosure agreements and related matters

No Subrecipient or subrecipient at any tier ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Subrecipient --
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - a. it represents that--

- (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

26. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact CVSSD for guidance.

27. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

28. Requirement to disclose whether Subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the Subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSSD by email to shannon.l.sivell@doj.oregon.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Subrecipient's past performance, or other programmatic or financial concerns with the Subrecipient. The Subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the Subrecipient high risk, 2. The date the Subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

29. Discrimination Findings

The Subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Subrecipient will forward a copy of the findings to CVSSD.

30. Subrecipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

Subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of Subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

31. Meaningful Access for Limited English Proficiency Persons

Subrecipients must ensure that Limited English Proficiency persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English Proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, Subrecipients are required to take reasonable steps to ensure that LEP persons have meaning full access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice had issued guidance for Subrecipients to help them comply with Title VI requirements, with the guidance document able to be accessed on the internet at www.lep.gov. The USDOJ has temporarily suspended the operations of lep.gov, pending an internal review. Those materials will be replaced when new guidance is issued.

32. VOCA Requirements

The Subrecipient, and any subrecipient at any tier ("subgrantee"), must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Subrecipient certifies that funds under this award will:

- a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSSD.

33. The Subrecipient agrees to submit (and, as necessary, require subgrantees to submit) quarterly financial reports and semi-annual performance reports on the performance metrics identified by CVSSD, and in the manner required by

CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

34. The Subrecipient understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

CERTIFICATION: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Subrecipient will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Print Name of Authorized Official	Title
-----------------------------------	-------

Signature of Authorized Official	Date
----------------------------------	------

Print Name of Fiscal Officer	Title
------------------------------	-------

Signature of Fiscal Officer	Date
-----------------------------	------

EXHIBIT F**2025 VICTIMS OF CRIME ACT SPECIAL CONDITIONS****1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)**

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of DOJ CVSSD.

2. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)) and are incorporated by reference here.

3. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination

provisions and the Religious Freedom Restoration Act,” accessible at <https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements>.

4. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized subrecipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in DOJ CVSSD taking appropriate action with respect to the subrecipient and the award. Among other things, DOJ CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

5. Effect of failure to address audit issues

The subrecipient understands and agrees that DOJ CVSSD may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") including, without limitation, the provisions regarding termination of 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the subrecipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subrecipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact OJP promptly for clarification.

7. Reporting potential fraud, waste, and abuse, and similar misconduct

The subrecipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10. Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DOJ and DOJ CVSSD in the manner (including within the timeframes) specified in the program solicitation or other applicable written guidance. Data collection supports compliance with

the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) which contain certain notice requirements that covered subrecipient must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ CVSSD)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subrecipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subrecipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Requirement to disclose whether subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the subrecipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15. Employment eligibility verification for hiring under the award

1. The subrecipient (and any subrecipient at any tier) must--

- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the subrecipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the subrecipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The subrecipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient (or any subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient --

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19. OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify DOJ CVSSD in writing of the potential duplication, and, if so requested by DOJ CVSSD, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination

against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact DOJ CVSSD for guidance.

23. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by DOJ CVSSD during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

24. Requirement to report actual or imminent breach of personally identifiable information (PII)

The subrecipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to DOJ CVSSD no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

25. Requirements related to System for Award Management and Universal Identifier Requirements

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first- tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the subrecipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or

cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a or subrecipient would or might fall within the scope of these prohibitions, the subrecipient is to contact DOJ CVSSD for guidance, and may not proceed without the express prior written approval of DOJ CVSSD.

27. All subawards ("subgrants") must have specific federal authorization

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The subrecipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered subrecipient must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

29. Discrimination Findings

The subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a subrecipient of victim assistance formula funds under this award, the subrecipient will forward a copy of the findings to DOJ CVSSD and the Office for Civil Rights of OJP.

30. The subrecipient agrees that it will submit (and as necessary, require subgrantees to submit) quarterly financial reports and quarterly performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction

31. Subrecipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipient of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. The Subrecipient understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

CERTIFICATION: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the subrecipient will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

Print Name of Authorized Official	Title
-----------------------------------	-------

Signature of Authorized Official	Date
----------------------------------	------

Print Name of Fiscal Officer	Title
------------------------------	-------

Signature of Fiscal Officer	Date
-----------------------------	------

Exhibit G**SUBCONTRACTOR INSURANCE REQUIREMENTS**

Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 DOJ CVSSD.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Subcontractor shall provide workers' compensation insurance coverage for subject workers as required by federal, state, or Tribal law, as applicable. Subcontractor must require and ensure that each of its subcontractors that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subcontractor shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Subcontractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Subcontractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

COMMERCIAL GENERAL LIABILITY

Subcontractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$1,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE

Subcontractor shall provide Automobile Liability Insurance covering Subcontractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Subcontractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subcontractor and Subcontractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$1,000,000 annual aggregate limit.

If coverage is provided 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 Subcontractor shall provide Continuous Claims Made coverage as stated below.

EXCESS/UMBRELLA INSURANCE

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella or policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Subrecipient’s primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers’ Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Subcontractor’s activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, DOJ CVSSD requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Subcontractor’s activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Subcontractor’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION

Subcontractor shall waive rights of subrogation which Subcontractor or any insurer of Subcontractor may acquire against the DOJ CVSSD or State of Oregon by virtue of the payment of any loss. Subcontractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOJ CVSSD has received a Waiver of Subrogation endorsement from the Subcontractor or the Subcontractor’s insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Subcontractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Subcontractor’s completion and DOJ CVSSD’s acceptance of all Services required under the Grant Agreement, or
- (ii) DOJ CVSSD or Subrecipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE

Subcontractor shall provide to Subrecipient Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, DOJ CVSSD has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this section.

NOTICE OF CHANGE OR CANCELLATION

Subcontractor or its insurer must provide at least 30 calendar days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Subcontractor agrees to periodic review of insurance requirements by Subrecipient under this Grant Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and DOJ CVSSD.

STATE ACCEPTANCE

All insurance providers are subject to DOJ CVSSD acceptance. If requested by Subrecipient, Subcontractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DOJ CVSSD's representatives responsible for verification of the insurance coverages required under this Section.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: November 17, 2025

SUBJECT: Terrebonne Community Plan Update: Scope and Draft Schedule

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

Staff will update the Board on the Terrebonne Community Plan project, which is anticipated to begin in January 2026.

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, Senior Planner
Will Groves, Planning Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Tanya Saltzman, Senior Planner

DATE: November 12, 2025

SUBJECT: Terrebonne Community Plan Update: Scope and Schedule

Staff is providing an update to the Board of County Commissioners (Board) on the Terrebonne Community Plan project, which is anticipated to begin in January 2026.

I. Background

On July 23, 2025 CDD staff presented a Planning Division Work Plan Update to the Board.¹ Among other items, the Board expressed interest in proceeding with an update to the Terrebonne Community Plan. Over the last several months, the division has been allocating capacity to initiate the Terrebonne Community Plan as directed.

The Terrebonne Community Plan is a component of the Deschutes County Comprehensive Plan. The Comprehensive Plan was updated in 2025, but the associated community plans, including the Tumalo Community Plan and the Newberry Country Plan, have historically been updated independently. Updating Terrebonne's plan is timely following the recent sewer feasibility study completion and the Terrebonne Sanitary District's formation. The eventual construction of sewer in Terrebonne has the potential to affect future growth and development patterns, including commercial opportunities and economic development.

The 2010 Plan is predicated on septic infrastructure and policies supporting modest growth. The Terrebonne Sanitary District (TSD), formed in 2023, has advanced significantly. Sewer mains are being installed along Highway 97, 11th Street, and Smith Rock Way, and lateral connections are scheduled for later this year. More than 100 properties have been annexed into the sanitary district. The sanitary district has an intergovernmental agreement with the City of Redmond for treatment of effluent and has secured capacity for up to 800 future units. While some state and federal funds did not materialize, the project remains on track for operation by 2028, supported by a mix of grants, loans, and other investments. Community interest in annexation and participation in local planning discussions has increased. Sewer infrastructure is expected to reshape development potential in Terrebonne. Previously septic-limited lots will become viable for increased residential and commercial development. At the same time, there are unresolved questions about zoning flexibility, development standards, and lot area requirements.

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-243>

II. Department of Land Conservation and Development Technical Assistance Grant

After requesting and receiving Board approval to proceed, staff submitted an application to the Department of Land Conservation and Development (DLCD) for a Technical Assistance (TA) grant to provide support for the Terrebonne Community Plan. The application, which requested \$100,000, was submitted in early October. DLCD generally provides notice of grant awards within approximately two months.

The 2025-2027 Technical Assistance Grant is expected to cover the process of a community plan update, including public and stakeholder outreach, up to the creation of hearings-ready plan documents. The legislative process for adoption, which includes hearings before the Planning Commission and the Board of County Commissioners, would occur after the grant project concludes and would be funded by in-kind and reserve funds from the Planning Division, as would any future code amendments to implement components of the Terrebonne Community Plan.

If awarded, the funding provided will help offset the cost of the project; however, if not awarded, or if the award amount is reduced, staff does not anticipate a significant change to the proposed scope of work.

III. Proposed Scope of Work

Below is the scope of work and timeline as initially envisioned for the Technical Assistance grant application. As noted above, the grant would cover the project up to the creation of hearings-ready documents. Following the grant conclusion, staff would continue with the legislative process for adoption, including public hearings with the Planning Commission and the Board of County Commissioners. These are identified as Task 6.

Task 1: Project Foundation and Analysis (Months 1-4)

Subtask 1.1: Infrastructure Capacity Assessment

Coordinate with Terrebonne Sanitary District to document sewer system capacity, phasing, and development potential. Map service areas and identify properties positioned for near-term development. Coordinate with ODOT on planned Highway 97 corridor improvements and access management implications.

Subtask 1.2: Regulatory Framework Analysis

Analyze OAR 660-022 (Unincorporated Communities) requirements for Rural Communities (Terrebonne's designation), including guidance for sewer-served communities. Identify opportunities and constraints for expanded commercial, industrial, and residential development. Document clear and objective standards needed for housing development.

Subtask 1.3: Community Profile Update

Incorporate 2020 Census data highlighting demographic shifts, including the 7.3% Hispanic population, 24.1% senior population (over 65 years of age), and economic indicators. Analyze housing affordability, employment patterns, and service needs for priority populations.

Subtask 1.4: Existing Conditions Documentation

Compile updated existing conditions incorporating infrastructure, demographics, and regulatory analysis into draft plan chapters with maps, tables, and graphics suitable for public review.

Task 1 Deliverables:

- Infrastructure capacity report and maps
- Regulatory opportunities and constraints memorandum
- Updated community profile with demographic analysis
- Draft existing conditions chapters

Task 2: Community Engagement Framework (Months 2-5)

Subtask 2.1: Engagement Plan Development

Create inclusive engagement strategy addressing diverse populations including Spanish-speaking residents, seniors, agricultural workers, and rural residents. Develop materials in English and Spanish, establish partnerships with trusted community organizations. More details on the community engagement goals and strategies are included as an attachment.

Subtask 2.2: Stakeholder Identification and Outreach

Map key stakeholders including property owners, businesses, Terrebonne Community School, faith organizations, and service providers. Establish a Community Working Group, which will provide recommendations to the Planning Commission and BOCC.

Subtask 2.3: Engagement Tools Development

Create project website, online survey platform, fact sheets, and presentation materials. Ensure ADA accessibility and Spanish translation for all public materials. Develop visual aids showing development scenarios.

Task 2 Deliverables:

- Community engagement plan with equity focus
- Stakeholder contact database
- Bilingual project materials and website
- Community survey tools

Task 3: Vision and Opportunities Engagement (Months 4-9)

Subtask 3.1: Community Workshops Round 1

Conduct two to three community workshops (in-person at Terrebonne locations with virtual options) to identify community vision, economic opportunities, housing needs, and service priorities. Include targeted sessions for Spanish-speaking residents and seniors.

Subtask 3.2: Economic Analysis

Facilitate focus groups with businesses, property owners, and economic development partners to identify market opportunities enabled by sewer infrastructure. Document desired commercial services, employment needs, and entrepreneurship opportunities.

Subtask 3.3: Online and Alternative Engagement

Deploy online survey for broader participation, conduct pop-up events at community gathering places, and provide comment opportunities through multiple channels. Track participation demographics to ensure representative input.

Subtask 3.4: Synthesis and Policy Framework

Analyze community input to identify key themes and priorities. Draft initial policy framework addressing economic development, housing, infrastructure, and community character.

Task 3 Deliverables:

- Workshop summaries with attendance/demographics
- Economic opportunities summary report
- Online survey results and analysis
- Draft policy framework document

Task 4: Policy Development and Refinement (Months 8-14)

Subtask 4.1: Policy Drafting

Develop comprehensive policies addressing:

- Economic development and employment lands
- Housing variety and affordability
- Infrastructure and public facilities
- Community character and design
- Implementation measures

Subtask 4.2: Community Review Workshops

Conduct two rounds of community workshops to review and refine draft policies. Ensure policies reflect community input while meeting state requirements and leveraging infrastructure investments.

Subtask 4.3: Planning Commission Work Sessions

Hold Planning Commission work sessions to review policies, community input, and refine recommendations. Document Commission input and policy evolution.

Subtask 4.4: Stakeholder Consultations

Meet with Terrebonne Sanitary District, ODOT, emergency services, and major property owners to ensure policy alignment and implementation feasibility.

Task 4 Deliverables:

- Complete draft policies for all plan elements
- Community input summary reports
- Planning Commission recommendations

- Stakeholder coordination documentation

Task 5: Plan Integration and Finalization (Months 13-18)

Subtask 5.1: Plan Document Assembly

Integrate all elements into cohesive Terrebonne Community Plan including vision, existing conditions, policies, and implementation strategies. Ensure internal consistency and clear organization.

Subtask 5.2: Final Community Open House

Host community open house presenting the complete draft plan, demonstrating how community input shaped outcomes. Provide final comment opportunity before hearings process.

Subtask 5.3: Hearings Preparation

Prepare hearings-ready documents including findings demonstrating compliance with statewide planning goals, response to comments matrix, and adoption ordinance. Brief Planning Commission and Board on plan content.

Subtask 5.4: Project Evaluation

Document participation metrics, demographic representation, and lessons learned. Create summary suitable for statewide sharing on rural community sewer transitions.

Task 5 Deliverables:

- Hearings-ready Terrebonne Community Plan
- Findings and compliance documentation
- Public comment summary and responses
- Project evaluation report with demographic analysis
- Best practices summary for statewide distribution

Task 6: Legislative Actions (after grant conclusion)

Subtask 6.1: Legislative Process/Adoption

Public hearings for Terrebonne Community Plan document before Planning Commission and Board of County Commissioners.

Subtask 6.2: Zoning Amendments

Prepare zoning amendments and findings for legislative process before Planning Commission and Board of County Commissioners. Ideally, work on some amendments may occur concurrently with other earlier project tasks. Zoning amendments should be in effect to coincide with the initial availability of sewer, projected for January 2028.

General Timeline

Tentative start date: **January 2026**

- Task 1 completion:

April 2026
- Task 2 completion:

May 2026
- Task 3 completion:

September 2026
- Task 4 completion:

February 2027
- Task 5 completion:

June 2027
- Task 6 completion:

December 2027

III. Next Steps

Staff continues to prepare for project kickoff, and awaits information concerning the status of the TA grant application. Staff will return to the Board with relevant updates in the process.

Attachments

1. Community Engagement Strategy

Terrebonne Community Plan Update

Community Engagement Strategy

Draft – October 2025

Introduction and Purpose

Engaging the community in this project is essential for its success. This document describes the goals, audiences, tools, and schedule considerations for the community engagement process. Some elements of this plan are intentionally less defined or flexible at the outset to allow for adaptation to meet the project goals.

Engagement Goals

- The Terrebonne Community Plan update project will provide targeted outreach to residents in the Rural Community of Terrebonne and the surrounding rural area. This will include multiple, targeted methods to hear the perspectives of:
 - Community members living in Terrebonne and adjacent areas (geographic coverage)
 - Community members that the Community Development Department doesn't typically hear from (demographic diversity, less-vocal communities, younger residents under 30)
 - Residents and stakeholders who are disproportionately impacted by planning decisions (people of color, low-income residents, veterans, those with disabilities, linguistically isolated communities)
 - Recent and long-time residents (length of residency)
- Individual activities will be designed to not only collect input from large numbers of participants, but also allow for disaggregation of results to explore differences in opinion.
- Activities will be designed to maximize the diversity of voices heard and avoid having the conversation dominated by individual perspectives.
- Venues that are familiar and comfortable for community members, including the potential for outdoor meeting spaces, will be prioritized for meetings and events.
- Pop-up or informal events will be utilized to engage youth and families.
- We will be mindful of and seek to remove barriers to participating in community discussions. This will include access to the physical, technological, cultural, and language spaces that are a part of the process.
- We will make it clear to community members how feedback will be used and the limitations at this level of planning and jurisdiction.
- We will involve other agencies, organizations, and nonprofits in community outreach activities.

Demographic Questions

To track progress toward the engagement goals, individual activities will include an opportunity to collect self-reported demographic data about participants. This information in aggregate will be one way to measure success in the goals stated above.

Terrebonne Community Plan

Questions

Standardizing questions for different activities will allow the information to be aggregated across the project. While not all questions will necessarily be asked in each activity, the answer choices should remain the same.

Standard message about data use: The following questions are optional and may not perfectly represent how you identify yourself. Your closest answers will help us understand who we have reached in this effort.

- | | |
|--|--|
| <p>1 Your relationship to Deschutes County (check all that apply):</p> <ul style="list-style-type: none"> ☐ Rent a home ☐ Own a home ☐ Live here, do not rent or own a home ☐ Own a local business ☐ Work in a local business ☐ Go to school <p>2 I live in the following Zip Code:</p> <ul style="list-style-type: none"> ☐ 97707 ☐ 97739 ☐ Other: _____ <p>3 My age is:</p> <ul style="list-style-type: none"> ☐ Under 18 ☐ 18-30 ☐ 30-44 ☐ 45-60 ☐ 60-74 ☐ Over 75 ☐ I prefer not to answer <p>4 I have lived in Deschutes County:</p> <ul style="list-style-type: none"> ☐ Less than 5 years ☐ 5-9 years ☐ 10-19 years ☐ 20 years or more <p>5 Gender</p> <ul style="list-style-type: none"> ☐ Female ☐ Male ☐ If you prefer to self-describe your gender identity, please do so here: | <p>6 Which of the following most accurately describes your race and ethnic identities. (check all that apply)</p> <ul style="list-style-type: none"> ☐ Alaskan Native ☐ First Nation/American Indian/Indigenous ☐ Asian or Asian American or South Asian ☐ Black or African American ☐ Hispanic or Latino/a or Chicano/a ☐ Middle Eastern/North African ☐ Pacific Islander ☐ White/European American ☐ If you prefer to self-describe your racial/ethnic identity, please do so here: <p>7 My yearly household income is:</p> <ul style="list-style-type: none"> ☐ Less than \$35,000 ☐ \$35,000-\$50,000 ☐ \$50,000-\$75,000 ☐ \$75,000-\$100,000 ☐ \$100,000-\$150,000 ☐ \$150,000 and above ☐ I do not know <p>8 In my household, we speak:</p> <ul style="list-style-type: none"> ☐ English as a primary language ☐ Spanish as a primary language ☐ A primary language neither English nor Spanish (please specify): <p>9 Are you a veteran of or active duty in any US armed service?</p> <ul style="list-style-type: none"> ☐ Yes ☐ No |
|--|--|

Demographic Data Collection

The project team will collect demographics in different ways, depending on the activity. These could include:

Terrebonne Community Plan

- **Demographic/comment card** – good for informal events, where people are walking in/up to the activity
- **Surveys and online platforms** – where other single or multiple-choice questions are being asked, these questions should be offered (and optional)
- **Live polling** – in workshop settings if live polling clickers or digital polling is available

Accommodations

As a public agency, Deschutes County has an obligation to ensure that participating in this process meets the standards of the Americans with Disabilities Act (ADA). Beyond this, the County has a goal to maximize community conversations, including with those who do not typically engage in land use issues. The guiding question to ensure meaningful public involvement will be: **What can we do to remove barriers to participating in this process?** This will include access to the physical, technological, cultural, and linguistic resources that are a part of the process.

Physical and Technological Accessibility

For all activities:

- Ask early and often if there are any accommodations needed to be a part of the process. Most accommodations can be made with a bit of advance planning.
- The project team should allow for at least one week as a final deadline for accommodation requests to allow for proper preparation.

For in-person activities:

The selection of locations will consider:

- Physical access, such as path-of-travel and restrooms
- Locations where the community is accustomed to gathering, with a preference for locations with transportation alternatives that do not require a private automobile
- Language interpretation including Spanish and American Sign Language as appropriate
- Availability and usability of assisted listening devices
- Technology availability, such as not requiring (or providing) internet access or internet-enabled devices to complete activities

For digital meetings:

- Engage built-in features and best practices for participants reliant on adaptive technology to overcome differences in hearing and vision
- Allow phone-in or video streaming options that do not require specific programs to participate
- Include participants on the phone or who were unable to attend the digital meeting in questions
- Provide printed materials on request (potentially in larger formats for limited vision participants)

For on-demand digital tools:

- Acknowledge the limitations and advantages of digital tools
 - Expanded reach and efficient data collection from large numbers of participants
 - May create a barrier to those who have limited access or familiarity with technology
- Use on-demand digital tools to complement and expand upon other engagement tools

Terrebonne Community Plan

- Avoid unique or exclusive information/input through digital platforms
- Create alternative channels (such as a point of contact at the County) for information and engagement

Language and Culture

The project team seeks to expand the County's ability to continue conversation and engagement with residents who speak languages other than English. This process will help build relationships with community leaders and residents with hesitancy about engaging with government. We anticipate:

- In-language landing page for Spanish language email and social posts describing the project, connecting to translation/interpretation contact, and explaining digital translation tools available.
- Simultaneous interpretation will be provided on advance request for in-person and digital meetings.
- Any activities advertised in languages other than English will direct people to resources in those languages.
- Outreach to community leaders to create a path for information to flow to communities that are hesitant or have not engaged before.
- Compensate community ambassadors for their investment of time and social capital.

Tools

The team will use a variety of tools and resources as described in the following scoped tasks. The attached matrix identifies the purpose of each task and identifies tools for target audiences, needed accommodations, and schedule considerations.

Project Webpage

The project website will serve as the primary information source, including at a minimum project background, current/upcoming events, a process schedule, a document library, and an ongoing method for providing comments or input.

Email and Social Media

Email lists and social media platforms will be utilized to advertise the project and specific events. Project activities will include opportunities to expand the County's contact list through opt-in "Sign up for updates" messages. Paid, targeted advertisements for the study area will be utilized as necessary to reach community members who may not already follow Deschutes County on social media. Additionally, materials developed for social media and email blasts will be shared with project partners for posting on their respective channels.

Direct Mailings

Informational materials, including surveys, may be directly mailed to community members in the plan area. Due to the expenses associated with direct mailings, staff assumes one mailing during the project, which may include general information and/or opportunities to participate in engagement activities.

Informal Pop-Up Events

These events are intended to build relationships, encourage feedback on the broader community vision, and increase awareness of the project. Events will be casual in nature and offer an incentive or hands-on activity for participation (e.g., root beer social, cocoa and crafts, etc.). Activities will promote opportunities to provide meaningful feedback during quick interactions (under 5 minutes) and engage community members who may not otherwise participate in planning processes (e.g., youth, families, and/or low-income individuals). Budget assumes between 2-3 community events, depending on duration and purchase of incentives (raffle items, prizes, food) to encourage participation.

Community Open Houses and Workshops

Larger community workshops may be held to engage residents on key policy choices throughout the process – such as density and form of development allowed following establishment of a community sewer system. Workshops will provide the opportunity for community members to evaluate and provide feedback on various policy options and ideally result in community consensus on preferred alternatives. Meeting materials, including interactive activities, presentations, and project fact sheets, will be developed as necessary. Budget assumes up to two rounds of open houses/workshops at different points in the process, 2 meetings in each round (4 total).

Virtual Participation

Online story maps that are informative, engaging, and easy to access regardless of technology will also be developed alongside project partners to reach larger audiences. These events may include

Terrebonne Community Plan

components that are live, such as facilitated Zoom sessions and drop-in “office hours” to allow for County staff to answer questions. Phone-in options, hard copies of materials, Facebook livestreaming, and Spanish interpretation can be offered to overcome technology, time, and language barriers. Other activities will be on-demand, available for a period of time, or as needed, including videos that walkthrough issues with a lay audience and add personality and accessibility to the project. These activities will be timed to coincide with the Community Open Houses/Workshops for those who prefer to attend virtually.

The County has previously used ArcGis storymaps as an on-demand open house to share important project information. A storymap could be combined with Consider.it, a secondary community forum tool, to gather community input.

Community Working Group and Stakeholder Interviews

A community working group will be established to serve as local advisors to the plan update process. This working group will have an open recruitment and seek to represent the varied interests of community members in Terrebonne. This group will provide direction to staff on the final vision and plan document for review by the Planning Commission.

The project team will conduct stakeholder interviews with key community members, including business owners, special districts, and agency representatives. These interviews may occur twice throughout the process – once in establishing the broader community vision and subsequently in refinement of policy direction for key community issues.

Tool	Purpose	Audience Targets and Considerations	Accommodations (as requested)	Resources	Iterations
Project Webpage	Primary information source, including at a minimum project background, current/upcoming events, a process schedule, a document library, and an ongoing method for providing comments or input.	All interested parties	Printed or large-format materials on request	In-house, minor staff resources to update.	Initial content + updates once every 1-3 months
Social Media and Email Listserv	Identify and provide project updates and questions in social media-sized bites, with images, video, or animation if possible.	Existing social media channels Targeted social media advertisements to reach new audiences	Include text on any images in post	County staff for content creation and design work. Cost of paid advertisements on social media channels	Up to 10 email updates, 2 rounds of social media posts, including targeted advertisements.
Direct Mailings	Provide direct engagement opportunity to all property owners in Terrebonne.	Local, geographically specific audiences	Large format or translation of materials.	Cost of mailings, optional method utilized upon receipt of DLCD grant funds	One direct mailing
Informal Pop Up Events	Short, casual interactions to gather feedback on community vision.	Underrepresented populations, families, and youth	Interpretation, large format	County staff to conduct events and prepare materials. Cost of space rental, prizes, food, etc.	Two to three events
Community Workshops	In-depth exploration of topics with the planning team available for questions. Collaborative process to reach consensus on key policy choices. Informational opportunities on associated projects	Local, geographically specific audiences	Interpretation (as requested) Printed materials translated?	County staff, partner organization staff to facilitate, prepare materials, and summarize feedback	Up to two sets of events
Virtual Participation	Extending the in-person events to a longer time period,	Those who can't easily travel aren't typically involved	Video translation captions/voice-over Text translated Paper version (or is this part of the community events package?)	County staff	Up to two sets of events mirroring in-person events
Community Working Group and Stakeholder Interviews	Providing a localized advisory group to provide recommendations to the Planning Commission and BOCC. Interviews as needed to understand varied interests.	Those who can't travel, aren't typically involved, low-income veterans, linguistically isolated communities, and interest groups	Printed or large-format materials on request, translation services, and accessible meeting locations	County staff, partner organization staff	Up to 2 meetings