



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: May 9, 2023

TO: 2024-2025 Trauma Informed Response Training Funds State Grant Recipients

FROM: Nathaline Frener, Fund Coordinator

Attached is your agency's 2024-2025 Trauma Informed Response Training Funds State Grant Agreement. Please download the entire document and have your authorized official sign the following page:

- The final page of the Grant Agreement

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, 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 Maria Ruiz Ceja, Grant Specialist, at Maria.RuizCeja@doj.state.or.us.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**2024-2025 TRAUMA INFORMED RESPONSE TRAINING FUND
STATE GRANT AWARD COVER SHEET**

1. Applicant Agency's Name and Address: City of Tualatin Police Department 8650 SW Tualatin Rd Tualatin, OR 97062 Contact Name: Jennifer Massey Telephone: 503-691-4846 E-mail: jmassey@tualatin.gov	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: House Bill 2575, (Reg. Sess. 2021) Senate Bill 5514, (Reg. Sess. 2023)
4. Award Number: TIRT-2024-TualatinPD-00005	5. Award Date: July 1, 2024
6. Grantee Tax Identification Number: 93-6002269	7. Project Period: July 1, 2024 – June 30, 2025
	8. Total Grant Award Amount: \$ 114,946.00
9. End of Grant Report: July 20, 2025	10. Financial Reports Due Dates: October 31, 2024 January 31, 2025 April 30, 2025 July 20, 2025
This award is contingent upon Grantee agreeing to the terms of award for the grant entitled "2024-2025 Trauma Informed Response Training Fund 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
TRAUMA INFORMED RESPONSE TRAINING FUND
STATE GRANT PROGRAM GRANT AGREEMENT
TIRT-2024-TualatinPD-00005**

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

AND: City of Tualatin Police Department (Grantee)
8650 SW Tualatin Rd
Tualatin OR 97062

PROJECT START DATE: July 1, 2024

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to House Bill (HB) 2575, § 1 (Reg. Sess., 2021) and Senate Bill (SB) 5514 (Reg. Sess. 2023), DOJ CVSSD is authorized to enter into a grant agreement and to make an award, from funds received under the General Fund to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Agreement, hereafter referred to as “Agreement” or “Grant Agreement”, is between DOJ CVSSD and the forenamed Grantee.

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 July 1, 2024.

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) Exhibit A SUBCONTRACTOR INSURANCE REQUIREMENTS
- (c) 2024-2025 Trauma Informed Response Training State Grant Funds Request for Applications for Awards, and any amendments thereto (“Trauma Informed Response Training Fund RFA”).
- (d) Grantee’s Trauma Informed Response Training Grant Application from the Trauma Informed Response Training Fund RFA to include the following:
 - i. Form A, Cover Page;
 - ii. Form B, Project Description

- iii. Form C, Attachments to Upload; and
- iv. Forms D-F, as applicable, the budget forms;

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, DOJ CVSSD shall provide Grantee with the maximum not-to-exceed amount of **\$ 114,946.00** (the “Grant”), less any recovery of unspent funds, from Grant funds to financially support and assist Grantee’s implementation of the Project described in Grantee’s Trauma Informed Response Training Fund Application (as described in Section 1.04), which is incorporated herein by this reference and collectively referred to as the “Project”.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall implement the Project.

Section 2.03. Disbursement of Grant Funds. Subject to Sections 2.04, 2.05, and 2.06, DOJ CVSSD shall disburse funds on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all parties and all required approvals, if any, are obtained and when DOJ CVSSD has received from Grantee a quarterly financial report (as described in Section 5.05) 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. DOJ CVSSD’s obligation to disburse Grant funds to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) 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;
- (b) Grantee has provided sufficient documentation, in CVSSD’s sole discretion, to demonstrate compliance with the Subcontractor Insurance Requirements contained in Section 70.5(d) and **Exhibit A** of this Agreement;
- (c) Grantee is current in all reporting requirements of all active DOJ CVSSD grants;
- (d) No default as described in Section 6.04 has occurred; and
- (e) Grantee’s representations and warranties set forth in Section 4 are true and correct on the date of execution with the same effect as though made on the date of disbursement.

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

n/a

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 **June 30, 2025** (the “Availability Termination Date”). DOJ CVSSD will not disburse any Grant funds after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall

terminate when DOJ CVSSD accepts Grantee's completed reports, as described in Section 5.05, or on **June 30, 2025**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than July 20, 2025. Agreement termination shall not extinguish or prejudice DOJ CVSSD's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee'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 Oregon law, and as described in Enrolled House Bill 2575 (2021). Furthermore, Grantee's expenditure of Grant funds must be in accordance with the Project Budget set forth in Grantee's Trauma Informed Response Training Fund Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee 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 ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in the Trauma Informed Response Training Fund RFA, (iii) for any purpose prohibited by any provision of this Agreement, or (iv) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement.

Section 3.03. Misexpended and Unexpended Grant Funds.

Any Grant funds disbursed to Grantee, and any interest earned by Grantee on the Grant funds, that are not expended by Grantee (i) in accordance with this Agreement ("Misexpended Funds") or (ii) by the earlier of the Availability Termination Date or the date this Agreement is terminated ("Unexpended Funds") shall be returned to DOJ CVSSD. Notwithstanding the preceding sentence, the parties may agree to extend the Availability Termination Date by amending this Agreement in accordance with Section 7.04.

Grantee 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 Grantee from DOJ CVSSD. If Grantee 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 Availability Termination Date or the date this Agreement is terminated, Grantee 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 Grantee, including but not limited to: (i) any payment to Grantee from DOJ CVSSD under this Agreement, (ii) any payment to Grantee from DOJ CVSSD under any other contract or agreement, present or future, between DOJ CVSSD and Grantee, and (iii) any payment to Grantee from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. DOJ CVSSD shall notify Grantee 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. Grantee 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 Grantee. To the extent that DOJ CVSSD's recovery of Misexpended and Unexpended Funds from the future payment(s) suggested by Grantee is feasible, DOJ CVSSD shall comply with Grantee's request. In no case without the prior consent of Grantee, shall the amount of recovery deducted from any one obligation owing to Grantee 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 Grantee under this subsection is not subject to or conditioned on Grantee's recovery of funds from any subcontractor or sub-recipient.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to DOJ CVSSD as follows:

Section 4.01. Existence and Power. Grantee is a law enforcement agency or local government agency as defined in OAR 137-073-0020. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) has been duly authorized by all necessary action of Grantee, (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 Grantee's articles of incorporation or bylaws, or any provision of Grantee'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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S OBLIGATIONS

Section 5.01. Project Commencement. Grantee shall begin activities necessary for the Project's completion, including training registration, no later than 60 days from the date of this Agreement. If Grantee has not begun such activities by that date, Grantee must submit a letter to DOJ CVSSD describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If Grantee has not begun activities necessary for the Project's completion, including training registration, within 90 days of the date of this Agreement, Grantee must submit a second letter explaining the additional delay in implementation. DOJ CVSSD may, after reviewing the circumstances, consider Grantee in default in accordance with Section 6.02 and may terminate the Agreement in accordance with Section 6.03.

Section 5.02. Project Completion. Grantee shall complete the Project no later than June 30, 2025. However, if the full amount of the Grant is not available because one or more of the conditions set forth in Section 2.04(a) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Reserved.

Section 5.04. Training Requirements.

Grantee shall attend all mandated DOJ CVSSD-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from DOJ CVSSD.

Section 5.05. Reporting Requirements.

(a) Grantee shall submit the following reports as described in the Trauma Informed Response Training

Fund Grant RFA:

- (i) Quarterly Financial Reports. Grantee shall provide DOJ CVSSD with quarterly financial reports no later than 30 days after the end of each 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.
- (ii) End of Grant Reports. Grantee shall prepare and submit to DOJ CVSSD an End of Grant narrative report no later than July 20, 2025.

Section 5.06. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable state law.

Section 5.07. Records Maintenance; Access. Grantee shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Agreement (“Records”) in such a manner as to clearly document Grantee's performance. Grantee acknowledges and agrees that DOJ CVSSD and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and 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.

Section 5.08. Compliance with Laws. Grantee 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, Grantee 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 Grantee, Grantee 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. 810 7th Street N.W., 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, religion, national origin, sex, age, or disability, against Grantee, Grantee 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) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (USDOJ) has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (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) **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.
- (g) Further, Grantee 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. 810 7th Street N.W., Washington D.C. 20531.

Section 5.09. Assurances. Grantee assures that it will:

- (a) Utilize Grant funds according to approved budget;
- (b) Obtain prior approval from DOJ CVSSD for the following budget changes:
 - 1. Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, or Other Services categories;
 - 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 terms of Enrolled House Bill 2575, § 1 (2021).

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 Grantee, 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 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) Grantee 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, Grantee shall immediately cease all activities under this Agreement unless DOJ CVSSD issues a notice that 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 shall be in default if 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 Grantee 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 Grantee is untrue in any material respect when made; or
- (c) Grantee (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 Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.05. Remedies.

- (a) DOJ CVSSD Remedies Upon Default. If Grantee is in default under Section 6.04, 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 Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee'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 Grantee 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. Grantee 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 Grantee from DOJ CVSSD.
- (b) Grantee Remedies. In the event DOJ CVSSD is in default under Section 6.04 and whether or not Grantee elects to terminate this Agreement, Grantee'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 Grantee. In no event will DOJ CVSSD be liable to Grantee 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 shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between DOJ CVSSD (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID 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 Grantee or DOJ CVSSD at the address or number set forth on page one of 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 and 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. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subgrants for any of the Project activities required by this Agreement without DOJ CVSSD's prior written consent. Grantee shall require any subgrantees to comply in writing with the terms and conditions of this Agreement and provide the same assurances as Grantee must in its use of Grant funds. DOJ CVSSD's consent to any subgrants shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) Grantee shall not enter into any subcontracts, required by this Agreement without DOJ CVSSD's prior written consent. Grantee shall comply with procurement standards as defined in Section 5.06 when selecting any subcontractor. Grantee 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](#). DOJ CVSSD will not consent to any subcontracts unless, prior to execution of any subcontract, Grantee provides DOJ CVSSD with written confirmation that the subcontractor has obtained all insurance described in Exhibit A. DOJ CVSSD's consent to any Contract shall not relieve Grantee 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, Grantee, and their respective successors and assigns, except that Grantee 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.
- (d) Subcontractor Insurance Requirements. Grantee 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 A, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee 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. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in 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 Grantee permit a contractor to work under a Subcontract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on

the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

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 DOJ CVSSD is jointly liable with Grantee (or would be if joined in the Third Party Claim), 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 Grantee in such proportion as is appropriate to reflect the relative fault of DOJ CVSSD on the one hand and of Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DOJ CVSSD on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DOJ CVSSD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DOJ CVSSD had sole liability in the proceeding.
- (c) Third Party Claim; Grantee's Joint Liability. With respect to a Third Party Claim for which Grantee is jointly liable with DOJ CVSSD (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DOJ CVSSD in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of 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 Grantee on the one hand and of 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) 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. Grantee 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 Grantee’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.08. False Claim Act. Grantee will refer to DOJ CVSSD any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance. However, 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 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Misexpended and Unexpended Grant Funds; Section 5.07, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. 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 7.12. 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 7.13. 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 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. DOJ CVSSD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, 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 GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

SUBCONTRACTOR INSURANCE REQUIREMENTS

REQUIRED INSURANCE. Any person or entity that Grantee contracts with to perform any of Grantee's tasks or obligations under this Agreement ("Subcontractor") shall obtain at Subcontractor's expense the insurance specified in this Exhibit 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, 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). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor 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, Contactor 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 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 Subcontractor’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 Sub Subcontractor recipient may acquire against 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 Grantee’s acceptance of all Services required under the Grant Agreement, or
- (i) DOJ CVSSD or Grantee termination of this Grant Agreement, or
- (ii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify Grantee of any material change in insurance coverage.**