

**ADMINISTRATIVE SERVICE AGREEMENT  
TILLAMOOK COUNTY AND TILLAMOOK FAMILY COUNSELING CENTER INC.  
FULFILLMENT OF THE CRIMINAL JUSTICE COMMISSION SPECIALTY COURT GRANT AND INNOVATION  
GRANT FOR TILLAMOOK COUNTY BEHAVIORAL HEALTH COURT**

This Agreement, made and entered into by and between Tillamook County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County" and Tillamook Family Counseling Center Inc., acting by and through its Board of Directors, hereinafter referred to as "Contractor".

WHEREAS, County is authorized to obtain, by contract, the services necessary to conduct its operation pursuant to ORS 427.104; and

WHEREAS, certain services referenced above are described in Exhibit A, which outlines Contractor's involvement with the Tillamook County Behavioral Health Court. The County was awarded a Criminal Justice Commission Specialty Courts Grant (Exhibit B) and a Criminal Justice Commission Specialty Court Innovation Grant (Exhibit C) of which some funds are paid to Contractor for their services to the Behavioral Health Court.

IT IS AGREED by and between undersigned parties as follows:

1. Time Period. This Agreement will become effective on October 21, 2021 and end on June 30, 2023, and may be renewed or terminated pursuant to Section 8 of this Agreement.
2. Purpose. Contractor agrees to provide all services provided by County pertaining to the Tillamook County Behavioral Health Court needs, and be in compliance with the attached grant agreements in Exhibit B and Exhibit C.
3. Personnel. Contractor shall be solely responsible for employing all employees or any other personnel related mechanisms for providing the services intended by this Agreement, including:
  - a. Contractor is solely responsible for payment of any federal, state or local taxes assessed.
  - b. Contractor is responsible for complying with all federal, state and local employment laws.
  - c. Contractor agrees that it shall comply with all federal, state and local laws related to employment of public employees, including state transfer laws.
4. Hold Harmless Indemnification. Contractor, as responsible party for providing services, shall be liable during the term of this Agreement and shall indemnify, defend, and hold harmless County for any liability due to any act or omission by Contractor or any of the Contractor's employees for services rendered pursuant to this Agreement. County shall indemnify, defend, and hold harmless Contractor for any liability due to an error or omission by County or any of County's employees for services rendered pursuant to this Agreement.
5. Integration. This document contains the entire agreement between the parties and supersedes all prior written or verbal discussions or agreements.

6. Attorney Fees. In the event of an action, suit, or proceeding, including appeal therefore, brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs or disbursements for said action, suit, proceeding or appeal.
7. Modifications or Amendments. This Agreement may be modified or amended only by mutual written agreement of the parties, which shall be incorporated into this Agreement.
8. Termination of Agreement. Before July 1, 2023, this Agreement may be extended or terminated by mutual written agreement of the parties. Alternatively, this Agreement may be terminated by either party by providing the other party with a ninety (90) day written notice of intent to terminate. Termination of this Agreement shall not affect existing written agreements unless and until those agreements are terminated. If not previously terminated, this Agreement will renew automatically and is contingent upon the availability of funds to County as set forth in Addendum A to this Agreement.
9. Dispute Resolution. All disputes arising between the parties over the terms or implementations of this Agreement, or any claim by either party to this Agreement for breach or enforcement of this Agreement shall be submitted to a representative of each party for resolution by negotiation. If negotiation fails to resolve the dispute, it shall be submitted first to mediation and then, if unresolved, to arbitration. A mediator shall be selected by agreement of the parties. If the parties are unable to agree upon the selection of a mediator, the dispute shall be submitted to arbitration. In the event of a demand for, or resort to, arbitration, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The award of the arbitrator may be entered for judgement in Circuit Court. The Laws of the State of Oregon shall govern this Agreement and any dispute resulting from interpretation, implementation, or enforcement of this Agreement.
10. Waiver. No Waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
11. Severability. If in any judicial proceeding a court shall refuse to enforce any provision of the Agreement, any unenforceable provision shall be deemed eliminated from this Agreement for the purposes of such proceedings as in necessary to permit the remainder of Agreement to be enforced in such proceedings.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.
13. Method of Payment for Grant Funds. The County will make payments to Contractor within two (2) weeks following receipt of invoice from Contractor. Contractor will submit detailed invoices once per month. Contractor will submit expenditure for reimbursement reports as prescribed by division.

14. The Contractor and County hereby agree to all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate.

**TILLAMOOK FAMILY COUNSELING CENTER INC.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Frank Hanna-Williams, Director

**THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Aye      Nay      Abstain/Absent

\_\_\_\_\_  
David Yamamoto, Chair

\_\_\_      \_\_\_      \_\_\_/\_\_\_

\_\_\_\_\_  
Erin D. Skaar, Vice-Chair

\_\_\_      \_\_\_      \_\_\_/\_\_\_

\_\_\_\_\_  
Mary Faith Bell, Commissioner

\_\_\_      \_\_\_      \_\_\_/\_\_\_

ATTEST: Tassi O’Neil,  
County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Special Deputy

\_\_\_\_\_  
William K. Sargent,  
County Counsel



# TILLAMOOK COUNTY SHERIFF'S OFFICE

## CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

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### EXHIBIT A Scope of Work

Contractor is an integral part of the Tillamook County Behavior Health Court (BHC) and has two clinicians that participate on the Behavioral Health Court Team. These clinicians participate in weekly staffing and court as well as provide various treatment and mentoring services to the participants of BHC.

Tillamook County Community Corrections was awarded two (2) grants from the Criminal Justice Commission (CJC). County hereby allocates grants funds to Contractor as follows:

- **Specialty Court Grant:**
  - Term 10/21/2021 – 06/30/2023
  - Total grant funds allocated to Contractor - \$41,481.75
    - BHC Clinician - \$36,898.75
    - Treatment Books - \$1,500.00
    - NACDP Conference - \$3,083.00
  
- **Specialty Court Innovation Grant:**
  - Term 01/31/2022 – 06/30/2023
  - Total grant funds allocated to Contractor - \$8,305.00
    - Laptops \$2,800 – 4 units
    - Printers \$500 – 2 units
    - Desks \$400 – 4 units
    - Printer Stands \$200 – 2 units
    - Chairs \$300 – 4 units
    - Plexiglass dividers \$480 – 12 units
    - Phones \$1,000 – 20 units
    - Phone Cards \$2,625 – 75 units

These items were requested to provide resources to participants of BHC, especially with the consideration of how COVID has impacted the court and participants. The items would be utilized to have workstations for the participants to utilize for virtual treatment, Court Appearances, Specialty Court Phase paperwork, employment resources, etc. The phones and phone cards have been a resource that Contractor has been able to provide to participants, however their existing source to provide these is not unlimited.

## EXHIBIT B

### CRIMINAL JUSTICE COMMISSION SPECIALTY COURTS GRANT PROGRAM GRANT AGREEMENT

885 Summer Street NE  
Salem, OR 97301

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

1. **Grant.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$177,898 (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibits A and B (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 45 days after the Project End Date.

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

Exhibit A:	<b>Project Description and Budget</b>
Exhibit B:	<b>Project Goals and Objectives</b>
Exhibit C:	<b>Sub-agreement Insurance Requirements</b>

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

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

a. **Progress Reports.** Grantee shall submit to CJC reports each quarter during Project implementation as specified in Exhibit B as well as such other quarterly reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than October 15, January 15, April 15 and July 15 for the prior calendar quarter. Additionally, Grantee shall submit to CJC no later than January 15 an annual Progress Report for the prior year that describes, in a narrative fashion, Grantee’s progress in meeting the Project’s objectives and any remedial actions necessary if

those objectives have not been met in any respect. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

**b. Requests for Reimbursement.** Grantee shall submit to CJC a Request for Reimbursement (“RFR”) each quarter for reimbursement of Eligible Costs incurred during the prior calendar quarter. Each RFR must include supporting documentation for all Eligible Costs for which Grantee is seeking reimbursement. RFRs must be received by CJC no later than October 15, January 15, April 15, and July 15; provided, however, that the final RFR must be submitted no later than the earlier of 30 days after completion of the Project or 15 days after the Project End Date. Failure to submit an RFR by the due date could result in a loss of reimbursement for costs incurred during that quarter. Grantee must receive prior approval from CJC to submit an RFR after its due date.

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

**a. Disbursement Generally.** Subject to Section 4.b, CJC shall reimburse, on a quarterly basis and within the line items of the Project Budget, Eligible Costs incurred in carrying out the Project, up to the amount of Grant Funds specified in Section 1. Reimbursements shall be made by CJC within 30 days of CJC’s approval of an RFR. “Eligible Costs” are the necessary and reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Sub-agreement) during the Project Period in implementation of the Project and that are allocable thereto and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

**i.** Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred. CJC will reimburse travel expenses only after the travel actually occurs. By way of example only, CJC will not reimburse the costs of an airplane ticket unless and until the ticketed air travel has actually occurred.

**ii.** When requesting reimbursement for equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

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

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Grantee is in compliance with the terms of this Agreement.
- iii. Grantee's representations and warranties set forth in Section 5 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.
- v. Grantee has provided to CJC a RFR in accordance with Section 3.b. hereof.

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

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

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

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

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

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

**6. Records Maintenance and Access; Audit.**

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

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

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



**7. Grantee Sub-agreements and Procurements**

**a. Sub-agreements.** Grantee may enter into agreements with subgrantees and subrecipients (“Sub-agreements”) for implementation of portions of the Project. Grantee shall notify CJC of each Sub-agreement and provide CJC with a copy of a Sub-agreement upon request by CJC. Any material breach of a term or condition of a Sub-agreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

**b. Sub-agreement indemnity; insurance.**

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

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

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

**c. Procurements.**

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

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

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

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

- a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or
- b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

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

**10. Termination**

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

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 9; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

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

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

**c. Effect of Termination.** Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds; provided, however, that if this Agreement is terminated under Sections 10.a.iv, 10.a.v, 10.a.vi, or 10.b, CJC will disburse Grant Funds to cover Eligible Costs incurred by Grantee prior to termination that CJC would otherwise be required to reimburse under the terms and conditions of this Agreement had the Agreement not been terminated. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 6 and 11 shall survive termination of this Agreement.

## 11. GENERAL PROVISIONS

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

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

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

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

**c. Amendments; budget changes.** This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 11.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

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

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

**f. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

**g. Work Product.** To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created, produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work

Product to CJC upon request. In addition, if applicable law requires that CJC or Grantee grant to the United States a license to any intellectual property created, produced or obtained as part of or in connection with the Project, or if applicable law requires that the CJC or the United States own such intellectual property, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or CJC.

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

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

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

iii. Notwithstanding Section 11.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 11.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 11.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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

j. **Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than

\$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

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

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

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

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

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

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

**Approved by Grantee**

MF Bell October 13, 2021  
Signature of Grantee Date

Mary Faith Bell, Chair  
Name/Title

93-6002312 005021709  
Federal Tax ID Number State Tax ID Number

**Approved by Criminal Justice Commission**

Kenneth Sanchagrin 10/29/2021  
Kenneth Sanchagrin, Executive Director Date

**Approved for Legal Sufficiency**

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated 9/22/21

CJC Contact  
CJC Grant Administrator  
Rachel McArthur  
885 Summer St. NE  
Salem, OR 97301-2524  
rachel.mcarthur@oregon.gov  
(503) 378-2655

Grantee Contact  
NAME  
ADDRESS  
ADDRESS  
EMAIL  
PHONE



## EXHIBIT A

### Project Description and Budget

The goal of the Criminal Justice Commission's *Specialty Court Grant Program* is to financially support Oregon specialty courts. Oregon specialty courts are those courts, programs and systems identified in Oregon Laws 2013, Chapter 649, Section 39. The specialty courts are designed to address the root causes of criminal activity by offering non-violent offenders an alternative to incarceration. Oregon's best practice standards applicable to the specialty courts are available at <http://www.oregon.gov/cjc/specialtycourts/Documents/family/OregonTreatmentCourtStandards.pdf> and are incorporated herein by reference ("Best Practices").

This Grant Agreement funds the **Tillamook Behavioral Health Court** to address the needs of adults who are involved with the criminal justice system, with the goal of providing the opportunity to divert them from prison. Grantee shall administer the Grant Funds provided under this Grant Agreement to support the operation, substantially in accordance with the Best Practices, of the **Tillamook Behavioral Health Court**.

Project Start Date: July 1, 2021

Project End Date: June 30, 2023

GRANT #: SC-23-038

GRANTEE PROGRAM CONTACT: Ahnie Seaholm

GRANTEE FISCAL CONTACT: Karen Kronoff  
NAME

EMAIL: aseaholm@co.tillamook.or.us

EMAIL: kkronoff@co.tillamook.or.us

TELEPHONE: 503-815-3339

TELEPHONE: 503-815-3338

#### BUDGET SUMMARY:

	Grant Funds Requested
Personnel	\$111,768
Contractual Personnel Services	\$50,898.75
Drug Testing	\$0
Medical Needs	\$0
Other Participant Supports	\$5,981.25
Sanction Costs	0
Training and Travel	\$9,250
Evaluation	\$0
Indirect Costs	\$0
Total	\$177,898

FUNDING BREAKDOWN:

<b>A</b>	<b>Total Project Cost</b>	<b>\$ 177,898</b>
<b>B</b>	<b>Federal Funds</b>	<b>\$0</b>
<b>C</b>	<b>Lottery Funds</b>	<b>\$0</b>
<b>D</b>	<b>General Funds</b>	<b>\$177,898</b>
<b>E</b>	<b>Other Funds</b>	<b>\$0</b>

## **EXHIBIT B**

### **Project Goals and Objectives**

The goal of the Grant Program is to financially support specialty courts serving adults, juveniles, veterans, and families. Specialty courts have demonstrated positive cost-effective results for people struggling with substance use disorder through recidivism outcomes by way of interdisciplinary team collaboration, court-directed treatment, and compliance.

All Specialty Court Grant Program awards require recipients to submit progress reports quarterly through OJD's Specialty Court Case Management System (SCMS) <https://scms.oregon.gov> and CJC's grant administration website <https://cjc-grants.smapply.io/>. Grantees shall complete and submit progress reports that contain all of the requested data.

#### **1. SCMS CJC State Report**

- a. All participant related tracking information in SCMS
- b. Complete for the quarter no later than the 15<sup>th</sup> of the month following the end of the quarter.

#### **2. Semi-Annual Progress Report**

- a. Court Name
- b. Court Type
- c. What is working well? (Narrative, 150 words)
- d. What is challenging? (Narrative, 150 words)
- e. The Specialty Court Grant Program funds are one-time funding that cannot be rolled over into future grant periods. At the end of the grant period any unspent funds are returned to Oregon's General Fund. What is the court's biggest barrier to spending all of the grant dollars awarded? (Narrative, 50 words)
- f. What is the court doing to address any barriers to spending all of the grant dollars awarded? (Narrative, 300 words)
- g. What is the court doing to address any barriers to maintaining monthly participant numbers at or near capacity? Capacity means the number of participants the program can serve at one time, regardless of phase. (Narrative, 150 words)
- h. If the court did not meet Oregon Specialty Court Standards, what is the court doing to improve? Please identify the standard and what work is being done to move towards meeting the standard. (Narrative, 300 words)
- i. What does the court need technical assistance or support with from CJC? (Narrative, 150 words)

## EXHIBIT C

### Sub-agreement Insurance Requirements

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

#### TYPES AND AMOUNTS.

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

#### ii. PROFESSIONAL LIABILITY

Required by CJC    Not required by CJC.

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

#### iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC    Not required by CJC.

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

the Sub-agreement. Coverage shall be written on an occurrence form basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC    Not required by CJC.

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

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

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

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

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

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



## EXHIBIT C

CRIMINAL JUSTICE COMMISSION  
SPECIALTY COURTS GRANT PROGRAM  
GRANT AGREEMENT # SC-23-038  
AMENDMENT NO. 01

This is Amendment Number 01 to Grant Agreement # SC-23-038 (“Agreement”) between the **State of Oregon**, acting by and through the Criminal Justice Commission hereafter referred to as “CJC,” and **Tillamook County**, hereinafter referred to as “Grantee.”

This Agreement funds the **Tillamook County Behavioral Health Treatment Court**.

I. The Agreement is hereby amended as follows:

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

**BUDGET SUMMARY:**

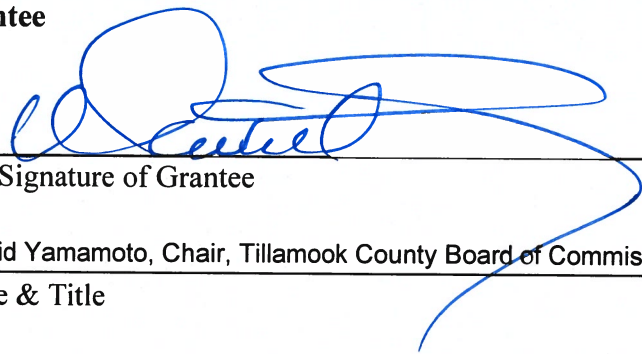
	Grant Funds Requested
Personnel	\$111,768.00
Contractual Personnel Services	\$50,898.75
Drug Testing	\$0
Medical Needs	\$0
Other Participant Supports	/ \$5,981.25 / <b>\$8,305.00</b>
Sanction Costs	0
Training and Travel	\$9,250.00
Evaluation	\$0
Indirect Costs	\$0
Total	/ \$177,898.00 / <b>\$186,203.00</b>

II. The obligation of CJC under this Amendment is subject to the condition that, on or prior to January 25, 2022, Grantee delivers, or causes to be delivered, to CJC a certificate of the action taken by Grantee to authorize the execution, delivery and performance of the Amendment, in form and substance satisfactory to CJC and its counsel, if required by CJC.

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

**Grantee**

By:



January 19, 2022

Signature of Grantee

Date

David Yamamoto, Chair, Tillamook County Board of Commissioners

Name & Title

93-6002312

Federal Tax ID Number

005021709

State Tax ID Number

**Criminal Justice Commission**

By:

Kenneth Sanchagrin

1/31/2022

Kenneth Sanchagrin, Executive Director

Date