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**Criminal Justice Commission
Specialty Courts Grant Program**

885 Summer Street NE
Salem, OR 97301

**AMENDMENT TO
SPECIALTY COURTS GRANT PROGRAM**

This is Amendment Number 2 to Contract # GF-13-009 ("Agreement") between the State of Oregon, by and through the Criminal Justice Commission ("CJC"), and Yamhill County Health and Human Services Department. ("Grantee")

I. The Agreement is hereby amended as follows (except as provided otherwise, new language is indicated in bold and by underlining; deleted language is italicized and bracketed):

A. Section 9(b) is amended as follows:

9. Grantee Subagreements and Procurements

b. Subagreement indemnity; insurance.

Grantee's subagreement(s) shall require the other party to such subagreements(s) 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 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 Grantee's subagreement or any of such party's officers, agents, employees or subcontractors ("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 Grantee's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's subgrantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any 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 Grantee's subgrantee is prohibited from defending State or that Grantee's subgrantee 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 Grantee's subgrantee if State elects to assume its own defense.

Grantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

B.O. 14-561

