



# Yamhill County Department of Community Justice

615 E. Sixth Street, McMinnville, Oregon 97128 · Phone: 503-434-7513 · Fax: 503-472-5216

**To:** Yamhill County Board of Commissioners  
**From:** Ted Smietana  
**Date:** 5/27/2015  
**Re:** Oregon Youth Conservation Corps – Request for Approval of Grant # GRNT1117

Yamhill County is seeking to partner with the Oregon Youth Conservation Corps (OYCC) this summer to employ and educate at risk youth in Yamhill County. With Board approval, this will be the 19<sup>th</sup> summer that Yamhill County will work with OYCC in this capacity.

Under the terms of this grant, OYCC will provide \$10,000 toward the project and Yamhill County will match with in-kind contributions within the department and throughout the county. During the summer, Yamhill County will employ 6 youth at minimum wage to complete tasks in local parks. In addition to that, the youth will be trained in CPR/First aid, taken to classes at the local Job and Career Center, evaluated on job performance and given many other valuable workplace skills.

This is a partnership that benefits both the youth and the local community. Your approval of this grant is therefore respectfully recommended.

Thank you for your consideration.

Accepted by Yamhill County  
Board of Commissioners on  
6-4-15 by Board Order  
# 15-144



# GRNT1117 Grant

**Not to Exceed \$10,000**

This Grant # GRNT1117 is between the State of Oregon, acting by and through the Oregon Department of Community Colleges and Workforce Development and the Oregon Youth Conservation Corps, 255 Capitol St. NE Salem, OR 97310; hereafter called Agency, and Yamhill County, hereafter called Grantee with specific regard to its status as a recipient of State of Oregon Amusement Device Tax funds.

**Project Title:** OYCC 2015 Summer Conservation Corps Grant Program –Yamhill County Juvenile Dept.

**Grantee:** Yamhill County Dept. of Community Justice  
535 E. Fifth St.  
McMinnville, OR 97128

**Fiscal Contact:** Lisa Hanes  
Email: [hanel@co.yamhill.or.us](mailto:hanel@co.yamhill.or.us) / Phone: 503-434-7512

**Program Contact:** Cliff Toney  
Email: [toneyc@co.yamhill.or.us](mailto:toneyc@co.yamhill.or.us) / Phone: 503-434-7407

**Project Start Date:** June 1, 2015

**Project End Date:** Upon Agency's acceptance of completed Project, or September 5, 2015, whichever occurs first.

**Final Report Due Date:** **September 30, 2015**

**Grant Effective Date:** Upon signature by all parties.

**Grant End Date:** Upon Agency's final payment to Grantee for completed Project, or October 31, 2015, whichever occurs first.

**Funding Sources:** State Amusement Device Tax Funds

**Funding Amount:** Not to exceed total: \$10,000. All funds provided by Agency under this Grant must be expended by September 30, 2015.

**PCA:**

**Agency Project Lead:** Doug Denning – OYCC Director  
[douglas.denning@state.or.us](mailto:douglas.denning@state.or.us) (503) 947-2420

**Agency Grant Administrator:** Kristi Bowman, Procurement & Contracts Specialist  
[kristi.bowman@state.or.us](mailto:kristi.bowman@state.or.us) (503) 947-2426

**Deliverables:** Completion of the Project as described in, and in accordance with this Grant

## **Grant Agreement (Grant) GRNT1117**

### **1. Grant Award.**

Agency awards Grantee the amount of up to \$10,000 (the "Grant") to develop and implement the Project described in Exhibit B (Grantee's OYCC 2015 Summer Conservation Corps Grant Application), subject to the terms of this Grant and its Exhibits.

### **2. Effective Date and Duration.**

This Grant will become effective on the date when all required signatures have been obtained, including Grantee's certifications on Exhibit C. Unless terminated or extended, this Grant will end on October 31, 2015 or upon acceptance by Agency of completed Project, whichever occurs first.

### **3. Grant Documents; Project.**

**(a) Grant Documents.** This Grant consists of the following documents, which are listed in descending order of precedence: this Grant less all exhibits, attached Exhibit A (Project); Exhibit B (Grantee's OYCC 2015 Summer Conservation Corps Grant Application); Exhibit C (OYCC Summer Conservation Corp Program Assurances); Exhibit D ( Oregon Youth Conservation Corps Summer 2015 Grant Guidelines); Exhibits A through D are attached hereto and incorporated into this Grant by this reference, and must be incorporated in any and all sub-contracts.

**(b) Project.** Under this Grant, Grantee shall perform the project activities and deliverables defined in, and in accordance with, Exhibits A (Project) and Exhibit B (Grantee's OYCC 2015 Summer Conservation Corps Grant Application). Exhibits A and B of this Grant describe the Project background, Grantee's project activities, deliverables, timelines, budget, special considerations, requirements and payment provisions applicable to this Grant.

### **4. Source of Funds; Funds Available and Authorized; Cost Reimbursement.**

#### **(a) Source of Funds.**

**(i)** This Grant is funded entirely with Oregon State Amusement Device Tax (ADT) funds.

**(ii)** Grantee shall not be compensated for work performed under this Grant by any other agency or department of the State of Oregon. Agency has sufficient funds currently available and authorized for expenditure to finance the costs of this Grant within the Agency's biennial appropriation or limitation.

#### **(b) Funds Available and Authorized.**

**(i)** Each disbursement of state ADT grant funding under this Grant is conditioned on the availability of state ADT funds, and on Agency's receipt of sufficient appropriations, expenditure limitations and other state authorizations to permit Agency, in the exercise of its reasonable administrative discretion, to make the disbursement of ADT grant moneys for the purposes described herein.

**(ii)** The funds provided by Agency to Grantee through this Grant are only available for disbursement through October 31, 2015. Grantee understands and agrees that under this Grant Agency will not pay any amount to Grantee for Grant activities occurring after September 30, 2015.

**(c) Cost Reimbursement.** Grantee shall request reimbursement in accordance with the terms of this Grant. Disbursement of the ADT funds provided under this Grant is not restricted to a cost reimbursement basis, and may be paid to Grantee in advance of work performed on or after the Project Start Date, as approved by the Agency.

### **5. Consideration; Payment Provisions**

#### **(a) Consideration**

**(i)** The total payment under this Grant shall not exceed the maximum sum of \$10,000. If the maximum compensation is increased by amendment of this Grant, the amendment must be fully effective before Grantee performs Project activities subject to the amendment.

**(ii)** Payment of all Grant funds shall be made by Agency in accordance with the terms of this Grant. Payments will be made pursuant to the terms of this Grant, including but not limited to Sections 4, 5 and 6.

(iii) Subject to Sections 4 and 6 and provided that no Event of Default (as defined in Section 17) has occurred, Agency shall disburse the grant moneys to Grantee periodically, through the earlier of the Grant End Date or termination of this Agreement, upon Grantee's written request so long as Grantee's requests for grant moneys are reasonably concurrent with Grantee's use or expenditure thereof, and are made in compliance with the terms of this Grant.

(iv) Payments are contingent upon satisfactory progress or completion of the Project to date according to the terms of this Grant.

**(b) Payment Provisions**

(i) Payment of all Grant funds shall be made by Agency in accordance with the terms of this Grant.

(ii) Grantee may request Start-Up Funds of up to 75% of grant award (\$7,500) after the Effective Date of this Grant but not prior to July 1, 2015

(iii) Within 30 days of the Project End Date, Grantee may submit a final reimbursement request to Agency for payment of actual Project costs Grantee has incurred, but for which Grantee has not previously requested reimbursement, up to the remaining unpaid balance of the maximum amount of this Grant.

(iv) Grantee's payment requests must be submitted on an OYCC Summer Conservation Corps Standard Reimbursement Request Form. **Grantee shall reference Agency's agreement number (GRNT1117) on all requests for payment.**

(v) Grantee shall not submit requests for payment or reimbursement to Agency more frequently than once per month.

(vi) Agency will make payments to Grantee for Project work activities as described in this Grant. Payments by Agency are contingent upon satisfactory progress or completion of work to date according to the terms of this Grant; and upon Agency's review and approval of Grantee's payment requests.

(vii) Final payment of Grant funds by Agency is contingent upon Agency's approval of Grantee's completed Project activities and deliverables, and upon Agency's receipt and approval of the required documentation in accordance with Part 6 of Exhibit A. Payment of the full amount of Grant Funds is subject to Grantee's completion and submittal of at least 90% of the required number of Crew Leader and Corpsmember surveys in accordance with Part 6 of Exhibit A. Grantee's submittal of less than 90% of the required surveys will result in a 10% reduction in the total amount of Grant Funds paid to Grantee.

(viii) All payments made by Agency under this Grant, *except for the final payment*, will be made to Grantee within 45 days upon receipt and approval by Agency of Grantee's payment requests. Final payment of funds shall be made within 60 days of Agency's approval of the Grantee's request for final payment.

(ix) Grantee's requests for payment shall be submitted to Agency in either of the following two methods:

By mail to: Accounts Payable

Department of Community Colleges and Workforce Development  
255 Capitol St NE, Salem, OR 97310-1300

Or, as an attachment submitted by E-mail to:

[ccwd.finance@odccwd@state.or.us](mailto:ccwd.finance@odccwd@state.or.us)

**6. Allowable Use of Funds.**

(a) The allowable uses for the moneys from which payments will be made generally and for moneys paid specifically for the project activities described in this Grant are set forth in and are subject to the regulations and cost principles referenced in this Grant, including but not limited to Exhibit C (OYCC Summer Conservation Corp Program Assurances).

(b) Grantee shall use the funds paid by Agency under this Grant solely for allowable expenses associated with, and incurred expressly for, performing the Project work described in Exhibits A and B.

(c) Grantee may not purchase non-consumable equipment, of any value, without prior written approval by the Agency. For the purpose of this Grant, *non-consumable equipment* is defined as property that is durable and has an expected service life of two years or more. *Non-consumable equipment* includes, but is not limited to: software, computers, textbooks, etc.

(d) These Grant funds cannot be used for capital outlays or to pay for consultant fees not authorized by Agency in the Grantee's Budget.

(e) Grantee shall not use these Grant funds to engage in any activities that violate federal or state antitrust and/or fair trade practice laws. Unlawful practices include, but are not limited to; monopolization, unreasonable restraints of trade or fixed pricing.

(f) Grantee shall not use any funds provided under this Grant for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the U.S. Congress, the Oregon State Legislature, any statewide, county, local or any other ballot measure put forth for voter approval. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence pending legislation or appropriations of any kind.

#### **7. Transfer of Budgeted Funds.**

Grantee may transfer up to a total of 25% of the original amount of funds in a budget cost category to another budget cost category without Agency approval. Transfers in excess of 25% of the funds of a budget category from which the funds originate, or any transfer from a budget category that previously received a transfer from another category must be approved in writing by Agency before funds are transferred between budget cost categories. If Agency approves a budget transfer request, Grantee may act in accordance with that approval without amending this Grant in the manner provided in Section 23.

#### **8. No Third Party Beneficiaries.**

Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant 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.

#### **9. Compliance with Applicable Law.**

The Grantee shall comply with all applicable federal, state and local laws, rules, regulations, executive orders, ordinances or orders applicable to this Grant and the project described in Exhibit A. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following: Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including without limitation (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) the Health Insurance Portability and Accountability Act of 1996; (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (g) Discrimination against disabled persons (ORS 659A.142), (h) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (i) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (j) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-34), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (k) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (l) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (m) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (n) the provisions of the Hatch Act (5 U.S. 1501-1508 and 7234-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

#### **10. Records Maintenance; Review and Audit.**

(a) The Grantee agrees to maintain books of account and records related to receipt and expenditure of the Grant moneys in accordance with Generally Accepted Accounting Principles. The books of account and records must be maintained in sufficient detail to permit OYCC to verify how the Grant moneys were expended or utilized. The books of account and records shall include receipts and invoices, as appropriate. If the Grantee is unable to maintain the books of account and records for this time period, it must notify the Agency immediately.

(b) Grantee shall maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records pertinent to this Grant in such a manner as to clearly document Grantee's performance. Grantee acknowledges and agrees that Agency, OYCC, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Grantee that are pertinent to this Grant, 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, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

#### **11. Written Materials; Publicity; Public Announcements.**

(a) **Written Materials.** Neither party (nor a party's principal investigator or designee) may produce any book, article or paper based upon or arising from the activities conducted under this Grant without (a) providing a copy of the book, article or paper to the other party and (b) attributing, in the book, article or paper, the contributions of the other party's principal investigator or designee to the activities conducted under this Grant or obtaining written permission from the other party to forego such attribution. This Section is inapplicable to books, articles or papers based solely upon activities funded with private funds.

(b) **Publicity.** All written brochures, training materials, and curricula and other written materials whose development is supported in whole or in part with Grant moneys provided under this Agreement must contain an acknowledgment that they were funded in part with OYCC funds administered by the Oregon Department of Community Colleges and Workforce Development and must be branded with the OYCC logo, a copy of which is available from OYCC upon request.

(c) **Public Announcements.** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs that are supported in whole or in part with state ADT or other state funds, Grantee shall clearly state that funds provided by the Agency and OYCC were used to support the project or program.

**12. Notice.** All notices, requests, demands, and other communications to or upon the parties hereto shall be in writing, addressed to the parties at the addresses set forth on page 1 of this Grant. Except as otherwise expressly provided in this Grant, any communications between the parties hereto or notices to be given hereunder will be given in writing by email, overnight delivery, personal delivery, facsimile, or certified or registered mail, to Grantee or Agency at the address, facsimile number or email address set forth in this Grant, or to such other addresses or facsimile numbers as either party may indicate pursuant to this Section 13. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be

confirmed by telephone notice to Agency's Grant Administrator. Any communication or notice given by overnight delivery, personal delivery or by certified or registered mail is effective when actually delivered. Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

### **13. Independent Contracting Parties.**

(a) The parties agree and acknowledge that their relationship is that of independent contracting parties. Any contract entered into by the Grantee is not an obligation of Agency or OYCC. The Grantee shall not represent that it has the power or authority to obligate Agency or OYCC.

(b) Grantee shall perform all work required under the approved work statement and this grant as an independent contractor. Although the Agency and OYCC reserve the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Agency nor OYCC cannot and will not control the means or manner of Grantee's performance. Grantee is responsible for determining the appropriate means and manner of performing the work required under this grant.

### **14. Responsibility for Taxes and Withholding.**

Grantee is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265. Grantee shall be responsible for all federal or state taxes applicable to compensation or payments paid to Grantee under this Grant and, unless Grantee is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Grantee's federal or state tax obligations. Grantee is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Grantee under this Grant, except as a self-employed individual.

### **15. Conflict of Interest.**

If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Grant declares and certifies that Grantee's activities under this Grant and the projects and activities to be funded with the grant moneys create no potential or actual conflict of interest as defined by ORS Chapter 244.

### **16. Default; Remedies.**

(a) **Default by Grantee.** The following shall constitute Events of Default by Grantee:

- (i) Some or all of the grant moneys disbursed to Grantee hereunder are used or expended in a manner contrary to the purposes set out in, or in violation or contravention of the other restrictions and limitations set forth in this Grant; or
- (ii) The Grantee fails to perform, observe or discharge any of its covenants, duties or obligations under this Grant.

(b) **Agency's Remedies for Grantee's Default.** In the event Grantee is in default under Section 16(a), Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including but not limited to:

- (i) Termination of this Grant effective upon written notice of the default to the Grantee. The Grantee shall have thirty (30) days to cure the default. If the default is not cured within that time, this Grant shall terminate at the end of the period without further notice.
- (ii) The return to Agency of all or a portion of the grant monies disbursed under this Grant to Grantee. If, as a result of an Event of Default, Agency demands return of all or a portion of the grant monies, Grantee shall pay the amount upon Agency's demand.
- (iii) Agency may declare Grantee's ineligibility for the receipt of future awards from Agency.

(c) **Default by Agency.** The following shall constitute Events of Default by Agency:

- (i) Agency fails to pay Grantee any amount pursuant to the terms of this Grant, and Agency fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or

(ii) Agency commits any material breach or default of any covenant, warranty, or obligation under this Grant, and such breach or default is not cured within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.

**(d) Grantee's Remedies for Agency's Default.** In the event Agency is in default under Section 16(c), Grantee may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including but not limited to:

(i) Termination of this Grant effective upon written notice of the default to Agency. The Agency shall have thirty (30) days to cure the default. If the default is not cured within that time, this Grant shall terminate at the end of the period without further notice. Grantee shall immediately terminate all activities under this Grant upon delivery of the written notice of default to Agency.

(ii) Reimbursement by Agency of all approved, allowable expenses under the terms of this Grant that were incurred prior to Grantee's submittal of the termination notice to Agency.

#### **17. Termination.**

(a) This Grant may be immediately terminated by the mutual consent of the parties. In the event of immediate termination, Agency shall reimburse Grantee for all allowable and reasonable costs incurred under this Grant up to the date of termination.

(b) Either party may terminate this Grant, in its sole discretion, by notice to the other party setting forth the reasons for the termination, the effective date and, in the case of partial termination, the portion to be terminated. In the case of partial termination by the Grantee, Agency may terminate the Grant in its entirety if Agency determines that the remaining portion of the Grant will not accomplish the purposes of the Grant. In the event this Grant is terminated by Grantee for its convenience, Agency shall reimburse Grantee for all allowable and reasonable costs incurred under this Grant up to the date of Grantee's notice to Agency.

(c) In the event Agency fails to receive sufficient appropriations, expenditure limitations and other state or federal authorizations to permit Agency in the reasonable exercise of its administrative discretion to continue making payments under this Grant, Agency may terminate this contract without penalty or liability to the agency, effective upon the delivery of written notice to Grantee, with no further liability to Grantee.

(d) Upon termination of this Grant by Agency under Sections 16 or 17, Agency shall have no further obligation to disburse grant moneys to Grantee other than to reimburse Grantee for approved, allowable costs incurred under this Grant up to the date on which Grantee received Agency's notice. Termination of this Grant shall not affect Grantee's obligations under this Grant, or Agency's right to enforce this Grant against Grantee, with respect to grant moneys disbursed to Grantee under this Grant prior to termination or with respect to the projects and activities funded by Grantee with grant moneys.

(e) Upon termination of this Grant by Grantee under Sections 16 or 17, such termination shall be without prejudice to any obligations or liabilities of the Grantee already accrued prior to such termination. Upon delivery of a notice of termination to Agency by Grantee, Grantee shall immediately cease all activities under this Grant unless expressly directed otherwise by Agency in the notice of termination. Further, upon termination, Grantee shall deliver to Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Grant been completed.

#### **18. Mis-expended Funds.**

Any Grant moneys disbursed to Grantee under this Grant that are expended in violation or contravention of one or more of the provisions of this Grant ("Misexpended Funds") must be returned to Agency promptly after Agency's written demand and no later than 15 days after Agency's written demand. Grantee's obligation to make such repayment to Agency shall survive the termination of this Grant.

#### **19. Indemnity.**

The parties shall (consistent with ORS chapter 180) defend, save, hold harmless, and indemnify one another, including all officers, employees and agents from and against all claims, suits, actions, losses,

damages, liabilities, costs and expenses of any nature resulting from or arising out of any negligent acts or omissions under this Grant or with respect to the grant moneys. Agency's liability under this Section is limited to the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the terms, conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300). Grantee's liability under this Section is limited to the extent provided by any applicable provisions of the Oregon Constitution and the Oregon Tort Claims Act. Grantee and any subrecipient or subgrantee of Grantee shall carry appropriate insurance to cover the indemnity requirement. Neither Grantee nor any attorney engaged by Grantee, or any subgrantee of Grantee shall defend the claim, suit or action in the name of the State of Oregon 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 first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor shall Grantee or any subgrantee of Grantee settle any claim, action or suit on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important government principle is at issue and the State of Oregon desires to assume its own defense.

**20. Governing Law; Venue; Consent to Jurisdiction.**

This Grant 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 Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Grant shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Grantee hereby consents to the in personam jurisdiction of these courts and waives any objection to venue in these courts and any claim that the forum is an inconvenient forum.

**21. Severability; Waiver.**

**(a) Severability.** If any term or provision of this Grant 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. The rights and obligations of the parties shall be construed and enforced as if the Grant did not contain the particular term or provisions held to be invalid.

**(b) Waiver.** The failure by Agency to enforce any provision of this Grant shall not constitute a waiver of that or any other provision.

**22. Subagreements, Successors, and Assignments.**

**(a)** Grantee shall not enter into any subgrants or subcontracts for any portion of the activities performed under this Grant, or assign or transfer any of its interest in this Grant or this Grant, without Agency's prior written consent. Agency's consent to any subgrant or subcontract shall not relieve Grantee of any of its duties or obligations under this Grant. Grantee shall be solely responsible for any and all obligations owing to the Grantee. The provisions of this Grant shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

**(b)** Grantee shall ensure that all contracts and sub-contracts for Project work resulting from this Grant shall include the terms of Sections 6, 9, 11, 13, 14, 15, 18, 19, 20, and 21. Grantee will ensure that all contractors performing Project work under contracts resulting from this Grant shall comply with the terms of this Section 23.

**23. Entire Agreement; Amendments.** This Grant 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 Grant. No amendment, waiver, consent, modification or

change of terms of this Grant shall bind either party unless in writing and signed by both parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

**24. Time is of the Essence.** Time is of the essence in the performance of the terms of this Grant.

**GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Grantee:** Yamhill County (Div. Juvenile Dept.)  
Organization Name

Authorized by:

Allen Springer Title: Chair, Board of Commissioners  
Print Name

Signature:

Allen Springer Date: 6-4-15

Grantee's Federal Tax ID Number: 93-6002318

Grantee's DUNs Number: 06 278 7084

**Agency:** Oregon Department of Community Colleges and Workforce Development

Authorized by:

\_\_\_\_\_ Title: \_\_\_\_\_  
Print Name

Signature:

See next page  
\_\_\_\_\_ Date: \_\_\_\_\_

Address: 255 Capitol St NE, Salem, OR 97310  
Telephone number: 503-947-2401

Facsimile number: 503-378-3365

**Agency Grant No:** GRNT1117

Approved As To Form  
by Christian Boenisch  
Christian Boenisch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on  
6.4.15 by Board Order  
# 15-1164

change of terms of this Grant shall bind either party unless in writing and signed by both parties. Such amendment, waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

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Grantee: Yamhill County (Div. Juvenile Dept.)  
Organization Name

Authorized by:

Allen Springer Title: Chair, Board of Commissioners  
Print Name

Signature:

Allen Springer Date: 6-4-15

Grantee's Federal Tax ID Number: 93-6002318

Grantee's DUNs Number: 06278 7684

Agency: Oregon Department of Community Colleges and Workforce Development

Authorized by:

Dave Zerbe Title: Dir. of Operations  
Print Name

Signature:

[Signature] Date: 6/12/15

Address: 255 Capitol St NE, Salem, OR 97310  
Telephone number: 503-947-2401

Facsimile number: 503-378-3365

Agency Grant No: GRNT1117

Approved As To Form  
by [Signature]  
Christian Boenisch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on

6-4-15 by Board Order  
# 15-164

## EXHIBIT A

### PROJECT

#### 1.1 Recitals

The parties recite:

**1.1.1** OYCC has responsibility for implementing ORS 418.650 through 418.663, the general purposes of which are:

- (1) To establish a disadvantaged and at-risk youth work program in order to perform conservation work of public value in the most cost-effective manner;
- (2) To utilize such a program as a means of needed assistance to protect, conserve, rehabilitate and improve the natural, historical and cultural resources of the state; and
- (3) To utilize such a program to increase educational, training and employment opportunities for disadvantaged and at-risk youth for the purpose of improving work skills, instilling a work ethic and increasing employability.

**1.1.2** Grantee has applied for an OYCC grant to provide funding for the performance of the project(s) set out in their grant application(s) for Summer 2015 Conservation Corps projects, and approved by the OYCC Advisory Committee (with approved amendments) on April 9, 2015.

#### 1.2 General Information

##### 1.2.1 OYCC Mission

The mission of OYCC is to create meaningful opportunities for youth through significant resource projects that enhance the Oregon community.

##### 1.2.2 Grant Purpose

The Agency is awarding an amount of up to \$10,000 to the Grantee to develop and implement the Projects described in Exhibit B (Grantee's OYCC 2015 Summer Conservation Corps Grant Application) of this OYCC Grant. The intent of an OYCC grant is to fund local, community oriented projects that are administered by local programs and employ local youth.

**1.3 Project Overview** – The Project description found in Exhibit B provides details about, and forms the basis for the Project activities and deliverables of this Grant. The Project activities will begin on or about June 1, 2015. Except for the Final Report, Grantee's performance of all Project activities and deliverables must be completed by September 5, 2015. Grantee's Final Report is due to Agency as specified in Part 6.4.2 of this Exhibit A.

#### **Part 2. Statutory Requirements; BOLI Requirements; Grantee Requirements; General Requirements for Projects; Crew Leader Requirements**

Under this Grant, the Grantee must comply with the requirements defined in this Part 2.

##### 2.1 Statutory Requirements

**2.1.1** Participants must be Oregon residents and 75% of participants must meet the disadvantaged and at-risk requirement below:

*“Youth at-risk and disadvantaged are those who may be unable to achieve the educational, economic, or social expectations of their community.”*

(Definition adopted by the OYCC Advisory Committee, 1997)

**2.1.2** The Oregon Revised Statutes give clear direction on the value of the work projects:

- Work projects must be devoted to the enhancement of the environment and the greater Oregon community.
- Work must be done in Oregon.
- Use of public funds to enhance private property is prohibited unless it can be established that the work is beneficial to the community as a whole.

## **2.2 Bureau of Labor and Industries (BOLI) Requirements**

Youth, ages 13-24 may participate in this program. BOLI restricts youth under 16 from many work related activities. Specific information regarding this restriction may be found at this website:

<http://egov.oregon.gov/BOLI>.

## **2.3 Grantee Requirements**

**2.3.1** Grantee must meet the following requirements:

- be physically located in the county for which the grant funds are targeted.
- hire local youth to work on projects from the county for which the funds are targeted.
- have demonstrated expertise to operate the particular project(s).

**2.3.2** The Grantee is encouraged to partner with community organizations, natural resource agencies, and others as required, to assure the needed technical expertise.

## **2.4 General Requirements for Projects**

Grantee's Project(s) must meet the following OYCC general requirements. Projects must:

- support and promote positive youth development.
- result in an increase in employment opportunities for youth that would not otherwise be available. The makeup of the crew should reflect the gender, ethnic, cultural and social mix that is representative of the local community.
- ensure supervision by a trained Crew Leader at all times.
- include a public outreach activity during the employment period, such as (but not limited to): newspaper, radio or television interviews, presentations to civic organizations or public bodies, booths at county fairs or similar public events, or at public place (malls, parks, schools, open houses, etc.), and can include distribution of appropriate handouts, flyers or newspaper inserts. This requirement is meant to inform the public about OYCC and its benefits to the community, AND give Corpsmembers experience interacting with the public.
- a minimum of 1,050 Corpsmember working hours are required per Project.
- include sufficient leveraged resources to successfully run a program.
- furnish all tools, equipment, transportation, supervision and labor necessary for the Project. Grantee must pay for all Project tools, equipment, transportation, supervision and labor expenses incurred beyond the amounts provided by Agency as identified in Grantee's Project budget (Exhibit B).

## **2.5 Crew Leader – OYCC Recommendations and Requirements**

### **2.5.1 Crew Leader Recommendations**

The Crew Leader is the most critical ingredient for project success. OYCC recommends that Crew Leader(s):

- Be paid a wage commensurate with leadership qualities expected;
- Be familiar with the project(s) prior to attending the training
- Assist with interviewing and hiring of Corpsmembers
- Become acquainted with the project partners, explore learning opportunities connected to the project and plan for a Corpsmember orientation (information to be provided at training); and
- Understand and include the activities needed to ensure available academic credit for Corpsmembers.

### **2.5.2 Required Crew Leader Training**

The Grantee will send the Project Crew Leader / Supervisor to an OYCC sponsored or approved Crew Leader Training. Grantee will be notified by OYCC staff with Training registration instructions.

Grantee staff attendance at OYCC Crew Leader Training is required for all OYCC funded projects. OYCC Crew Leader Training strengthens the experience and development of all project participants. This training has been developed for and is financed by OYCC. This training has proven to be valuable in enhancing the effectiveness of the crew and the team building skills of the Crew Leaders. Academics, educational opportunities and possibilities will be accentuated at the revised 2015 Crew Leader Training.

The 2015 Crew Leader Training will be held at Central Oregon Community College in Bend on June 17-19, 2015.

**Note:** Any exception to the Crew Leader Training requirement must be approved in writing by the OYCC Director or OYCC Program Administrator.

### **Part 3. Project Work, Activities, Deliverables, Estimated Timelines; Agency Monitoring**

**3.1** In addition to complying with the terms of this Grant and conduct the Project work in accordance with this Exhibit A, Grantee shall perform the specific Project background, activities, deliverables and timelines defined in Exhibit B (Grantee's OYCC 2015 Summer Conservation Corps Grant Application).

**3.1.1** Exhibit B includes descriptions of the following Project components:

- The nature, demographic information and number of individuals to be served;
- Grantee's plan to ensure diversity of the youth participating through this Project;
- Project needs and opportunities;
- The timelines, activities, services, expected deliverables and the scope of the Project;
- Grantee's partnerships with education and workforce training providers;
- Project circumstances, plans, and / or program opportunities;
- Grantee's funding request, which Agency has approved through this Grant.

**3.2** Agency's OYCC staff will monitor and review Grantee's Project for compliance with the terms and conditions of this Grant.

### **Part 4. Special Considerations.**

The following special considerations apply to this Grant and the Grantee's performance:

**4.1** Grantee agrees to use the entire amount of the Grant award and all matching funds for developing and implementing the Projects described in this Grant.

**4.2** All funds must be used for direct support of the Project objectives and work activities described in this Grant.

**4.3** Grantee's expenses must be reasonable, necessary and reflect current cost trends to complete the Project scope of work.

**4.4** The Grantee agrees to incorporate OYCC's educational opportunities to enrich the Corpsmembers' experiences including, but not limited to, access and exposure to Project experts, written materials, related careers, an understanding of environmental issues and Oregon's resources. Materials are available from OYCC as part of the Crew Leader Training.

**4.5** The Grantee agrees to develop safety, work site, orientation, education and emergency plans in compliance with state and federal law and OYCC guidelines. Crew Leader Training will provide an opportunity for development of these plans.

**4.6** Grantees must complete one day of any of the following Adopt-A-River/Slough/Creek or Lakeside activities: litter cleanup, invasive plant removal, planting of native trees and shrubs and monitoring and maintenance of watershed restoration sites. Oregon Adopt-A-River is a partnership

between SOLVE and the Oregon State Marine Board that supports organizations in preserving Oregon's waterways. For more information visit <http://www.solv.org/what-we-do/oregon-adopt-river>.

#### **Part 5. Project Budget; Project Budget Requirements**

In the performance of the Project work activities under this Grant, Grantee shall adhere to the Project budget and requirements defined in this Part 5.

**5.1 Project Budget** - Grantee's Project budget is defined in Exhibit B (Grantee's OYCC 2015 Summer Conservation Corps Grant Application).

**5.2 Budget Requirements** - Grantee must comply with the following Project budget requirements:

**5.2.1** Matching funds can be cash or in-kind (non-cash) and must directly support the project.

**5.2.2** The Project must have sufficient leveraged resources for all OYCC funding provided through this Grant.

**5.2.3** OYCC Grant funds must first be used to pay Corpsmember salaries and wages. Partner match contributions should provide for Crew Leader salaries and other items (e.g.: materials, administration, and transportation.). If Grant funds are to be used for any other purpose it must be approved as part of the Grantee's OYCC 2015 Summer Conservation Corps Grant Application.

#### **Part 6. Required Documentation; Surveys; Final Report; Document Delivery Schedule**

Grantee will be responsible for program accountability, including fund management and data reporting. Grantee shall submit the following reports to Agency in accordance with this Part 6.

**6.1 Crew Leader Survey** - Grantee is responsible for ensuring that Crew Leaders complete one survey on the success of the program. The Crew Leader Survey shall be completed and submitted electronically using this link <http://www.oiccweb.com/surveys.html>

**6.2 Corpsmember Survey** - Grantee is responsible for ensuring that all Corpsmembers participating in the Project complete a Corpsmember Survey, using the form found at <http://ccwd.oregon.gov/oiccweb/default.aspx>. Grantee is responsible for ensuring submission of all Corpsmember Surveys to Agency. Grantee's submittal of less than 90% of the required surveys will result in a 10% reduction in the total amount of Grant Funds paid to Grantee.

**6.3 Final Report** - Grantee shall submit a Final Report on the Project to Agency. The report must be submitted as an electronic document through the Agency's OYCC reporting system. The report form which Grantee must use is accessible at: <http://www.oiccweb.com/reporting.html>  
The Agency will review Grantee's Final Report for content and completeness, and may require the Grantee to make changes to the report based on Agency's review.

Items in the report include but are not limited to the following topics:

- Project Narrative;
- Project Outcomes;
- Final Budget Detail; Final Standard Reimbursement Request Form;
- Documentation of Public Presentation(s);
- Documentation of the Adopt-A-River project;
- Copy of the general ledger;
- All Crew Leader and Corpsmember Surveys completed online; and
- One testimonial and any applicable photos, stories, and other appropriate materials

**6.4 Document Delivery Schedule** - Grantee shall ensure that all Surveys and a Final Report are delivered to Agency in accordance with the following schedule. Grantee's failure to submit required documentation in accordance with the following delivery schedule will be considered a violation of the terms and conditions of this Grant, and will result in withholding of grant payments by Agency.

**6.4.1** Grantee's Crew Leader Surveys and Corpsmember Surveys must be completed electronically on or before the Project End Date.

**6.4.2** Grantee's Final Report must be delivered to the Agency's Project Lead, in the manner described in Part 6.3, on or before 5:00 pm Pacific time on September 30, 2015. The Final Report must be submitted through the OYCC Grant System. Final payment of Grant Funds will be made subject to Agency's evaluation and acceptance of complete Final Reporting data.

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**EXHIBIT B**

**GRANTEE'S OYCC 2015 SUMMER CONSERVATION CORPS GRANT  
APPLICATION**

Grantee shall perform the Project activities described in Grantee's OYCC 2015 Summer Conservation Corps Grant Application (Grant Application). Grantee's Grant Application is contained in a separate physical document, and is attached to this Grant by reference.

Grantee shall adhere to the Project Budget in accordance with the terms of this Grant and its Exhibits. Grantee's Project Budget is described in, and is part of, Grantee's Grant Application.

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EXHIBIT C

**OYCC SUMMER CONSERVATION CORP  
PROGRAM ASSURANCES**

**Program Assurances:** By receiving Oregon Youth Conservation Corps funds, Grantee hereby agrees to the following assurances:

1. that the grant recipient will provide Oregon Youth Conservation Corps and the Oregon Department of Community Colleges and Workforce Development such information as may be requested to determine if the program is making satisfactory performance toward achieving the funded activities. This includes participation in any federal or state funded educational or workforce evaluations or studies that may occur outside the projects period of performance.
2. that the grant recipient will comply with all timeline and reporting requirements.
3. that the grant recipient will comply with all applicable federal, state and local health, safety and labor standards.
4. that the grant recipient will not discriminate against any participant on the basis of race, gender, national origin, color, disability, marital status age or religion; political affiliation or belief; or expunged juvenile record or association with any person of a particular race, color, sex, national origin, marital status, age or religion.
5. that the grant recipient that expenses shall be incurred for only those costs which are in compliance with the approved proposal or any bilateral modifications thereof.
6. that the grant recipient will maintain proper Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers, **and** insurance appropriate for businesses or nonprofit entities under Oregon law, including motor vehicle insurance, property, tort, etc., unless such employers are exempt under ORS 656.126.
7. that funds awarded under this proposal will not supplant employer/business/industry funds, or other funds that are available to the grant recipient.
8. that the performance outcomes, best practices and lessons learned may be shared with public and private stakeholders.
9. that the grant recipient will adhere to all Bureau of Labor and Industry rules and regulations that may be applicable.
10. that no more than 10% of the grant award will be used for indirect/overhead costs.
11. Successful applicants will be required to comply with State Methods of Administration of non-discrimination laws under the Workforce Investment Act of 1998.
12. The grant recipient will ensure complete and appropriate payment of all taxes due on all wages and compensation payments made to Project participants, in accordance with federal and state laws.

**Any misuse of funds is grounds for termination of the contract and the returning of project funds to the Oregon Youth Conservation Corps.** The Oregon Youth Conservation Corps may terminate the contract upon thirty (30) days notice if it is deemed by the department that the grant recipient is not fulfilling the funded program as specified in the approved project proposal.

**Grantee's Authorized  
Representative Signature**

  
\_\_\_\_\_

Allen Springer Chair, Boc  
Type or Print Name & Title

**Grantee's Fiscal Agent Signature  
(if applicable)**

N/A  
\_\_\_\_\_

Type or Print Name & Title

**EXHIBIT D**

**OREGON YOUTH CONSERVATION CORPS  
SUMMER 2015 GRANT GUIDELINES**

Grantee shall perform all Project activities in compliance with the terms of this Grant, including the OYCC Summer 2015 Grant Guidelines.

The OYCC Summer 2015 Grant Guidelines are located at the following website:  
<http://www.oiccweb.com/grant-guidelines.html> and are attached and incorporated into this Grant by reference.

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