

INTERGOVERNMENTAL AGREEMENT

183651

Contract Number 4600008112

This is an Agreement between Portland Police Bureau (PPB) and Multnomah County District Attorney's Office (MCDA).

PURPOSE:

The purpose of this agreement is to provides funding for overtime costs to ensure that investigators are available for after-hours and weekend call outs on the child abuse investigations on CAMI cases.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2009 to June 30, 2010.
2. **RESPONSIBILITIES OF PORTLAND POLICE BUREAU.** The PPB agrees to provide detectives specially trained in conducting child abuse investigations for after hours and weekend callouts in response to child abuse referrals by the Multnomah County Child Abuse Team (CAT). Portland Police Bureau has administrative authority for the establishment of standards and performance of the detectives assigned to child abuse investigations.
3. **RESPONSIBILITIES OF MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE.** The MCDA agrees to pay Portland Police Bureau for the cost of overtime expenses for the after hour and weekend callouts of specially trained detectives to respond to child abuse referrals by the Multnomah County Child Abuse Team (CAT). These overtime expenses will be paid from the CAMI funds passed through the District Attorney's Office. In the event of a dispute between the parties as to the extent and the nature of the duties and function of the Portland Police Detectives assigned to child abuse investigations, the Chief of the Portland Police Bureau and the District Attorney or their delegated representatives shall make the resolution.
4. **TERMINATION** This agreement may be terminated by either party upon 30 day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless PPB from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 PPB shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of PPB, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**


a. The MCDA shall pay the PPB quarterly as billed. The PPB shall submit invoices on a quarterly basis as follows:

<u>Date Due</u>	<u>Reporting Quarter</u>
October 25, 2009	07/01/09 – 09/30/09
January 25, 2010	10/01/09 – 12/31/09
April 25, 2010	01/01/10 – 03/31/10
July 20, 2010	04/01/10 – 06/30/10

b. The maximum payment under this agreement is not to exceed \$64,000.00. MCDA will pay expenses upon receipt of invoice and appropriate back up documentation confirming expenditures after the end of each quarter.

MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE
MULTNOMAH COUNTY, OREGON

183651

By 
Michael D. Schrunk, District Attorney

Date 2-3-10

By TED WHEELER/gx
County Chair/Designee 

Date FEBRUARY 3, 2010

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By See email
Assistant County Attorney Date

PORTLAND POLICE BUREAU
CITY OF PORTLAND, OREGON

By _____
Sam Adams, Mayor Date

By _____
Auditor Date

Approved as to form:

APPROVED AS TO FORM

By  2/26/10
City Attorney CITY ATTORNEY Date

JOHN R. KROGER
Attorney General



MARY H. WILLIAMS
Deputy Attorney General

DEPARTMENT OF JUSTICE
CRIME VICTIMS' SERVICES DIVISION

STATE CHILD ABUSE MULTIDISCIPLINARY INTERVENTION
(CAMI) GRANT PROGRAM AWARD

<p>1. Applicant Agency's Name and Address</p> <p>Multnomah County District Attorney's Office 1021 SW Fourth Avenue, Room 600 Portland, OR 97204</p> <p>Telephone: (503) 988-3143 Fax: (503) 988-3643 E-mail: michael.d.schrunk@mcda.us</p>	<p>2. Special Conditions:</p> <p>This grant project is approved subject to such conditions or limitations as set forth in ORS 418.746-418.793 and the grant application instructions.</p> <p>3. Statutory Authority for Grant:</p> <p>ORS 418.746</p>
<p>4. Award Number</p> <p>09-CAMI-3356</p>	<p>5. Award Date</p> <p>October 1, 2009</p>
<p>6. Grantee Tax Identification Number:</p> <p>93-6002309</p>	<p>7. Type of Recipient</p> <p>Public Agency / County</p>
<p>8. Report Dates</p> <p>Program Reports: September 30, 2010 September 30, 2011</p> <p>Fiscal Reports: September 30, 2010 September 30, 2011</p> <p>Quarterly Reports: October 31, 2009 January 31, 2010 April 30, 2010 July 31, 2010 October 30, 2010 January 31, 2011 April 30, 2011 July 31, 2011</p>	<p>9. Project Period</p> <p>July 1, 2009 – September 30, 2011</p> <p>10. Total Grant Award Amount</p> <p>Allocation July 2009-- June 2011 \$1,464,252.68</p> <p>Carry-over From Prior Year(s) \$ 3,319.83</p> <hr/> <p>Total Grant Agreement Amount \$1,467,572.51</p>
<p>This award is contingent upon the contractor agreeing to the terms of award for the grant entitled "State Child Abuse Multidisciplinary Intervention (CAMI) Grant Award". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>	

RECEIVED

JAN 27 2010

DA'S OFFICE/FINANCE

**OREGON DEPARTMENT OF JUSTICE
GRANT AGREEMENT – 09-CAMI-3356**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Facsimile Number: (503) 378-6974

AND: Multnomah County District Attorney's Office (Grantee)
1021 SW Fourth Avenue, Room 600
Portland, OR 97204
Facsimile Number: (503) 988-3643

DATE: October 1, 2009

**SECTION 1
LEGAL BASIS OF AWARD**

Pursuant to ORS 418.746, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention Account, to Grantee for the purposes set forth herein. Grantor is willing to make the grant and Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

**SECTION 2
GRANT AWARD**

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$ 1,467,572.51 (the "Grant") from the Child Abuse Multidisciplinary Intervention Account to financially support and assist Grantee's implementation of the Grantee's Application dated as of June 1, 2009, as updated by supplemental documents submitted by Grantee to Grantor on October 21, 2009 and December 17, 2009, all of which are incorporated herein by this reference and collectively referred to as the "Project." Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Child Abuse Multidisciplinary Intervention Account program and other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement.

Section 2.02. Disbursement of Grant Moneys. Subject to Sections 2.03 and 2.04, Grantor shall disburse the Grant moneys to Grantee as follows:

- (a) \$ 203,032.07 on or about October 31, 2009;
- (b) \$ 203,032.07 on or about January 31, 2010;
- (c) \$ 203,032.07 on or about April 30, 2010;
- (d) \$ 203,032.07 on or about July 31, 2010;
- (e) \$ 163,031.10 on or about October 31, 2010;
- (f) \$ 163,031.10 on or about January 31, 2011;
- (g) \$ 163,031.10 on or about April 30, 2011;
- (h) \$ 163,031.10 on or about July 31, 2011

(i) Up to \$ 3,319.83 on the date of the Agreement by hereby permitting Grantee to retain (and expend in accordance with this Agreement) funds previously provided to Grantee in prior grant periods, which funds remained unexpended by Grantee on the date of this Agreement.

Section 2.03. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account to finance the disbursement;
- (b) Grantor has received sufficient appropriations and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee has submitted the required information to resolve all of the conditional eligibility criteria by the deadlines set forth in the eligibility status letter attached hereto as Exhibit C;
- (d) No default as described in Section 6.03 has occurred;
- (e) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement; and
- (f) Grantee is in compliance with all reporting requirements of all active or prior Child Abuse Multidisciplinary Intervention Account grants.

Section 2.04. Grant Availability Termination. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.02 shall end on September 30, 2011 (the "Availability Termination Date"). Grantor will not disburse any Grant moneys after the Availability Termination Date.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to conduct an activity or complete a project falling within a Service Area, as described in Exhibit A, and is further limited as set forth in Exhibit B. Grantee's use of Grant moneys is further limited by the following budget categories set forth in the revised budget (the "Budget") submitted to Grantor on December 17, 2009: Assessment, Advocacy Services, Treatment Services and Other Operational Costs (the "Budget Categories"). Grantee's use of Grant moneys in a particular Budget Category may not exceed the amount specified therefore in the Budget except as permitted by and in accordance with the procedures set forth in the Child Abuse Multidisciplinary Intervention Account Policy and Procedure with regard to budget revisions, dated October 2009, attached hereto and by reference incorporated herein.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement or to replace funds previously allocated by Grantee for child abuse intervention.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor or, with Grantor's prior written approval, carried over to another award from the Child Abuse Multidisciplinary Intervention Account.

SECTION 4
GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is an Oregon non-profit corporation or a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) 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 are bound or affected.

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

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

SECTION 5
GRANTEE'S AGREEMENTS

Section 5.01. Service Area Activities. Grantee shall conduct at least one activity or complete at least one project falling within at least one of the Service Areas no later than the Availability Termination Date.

Section 5.02. Confidentiality. Grantee shall not disclose to any third party any information concerning a recipient of services funded with Grant moneys unless the disclosure is directly connected with the administration of Grantee's responsibilities hereunder or Grantee obtains the prior written consent of, as applicable, the recipient or the recipient's responsible parent or guardian. Grantee shall notify the Department promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.

Section 5.03. Criminal History Verification. Grantee shall verify whether any of its employees, potential employees or volunteers providing services to children that are funded by Grant moneys, have been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense that reasonably suggests that the employee may pose a risk to children. Grantee shall conduct the verification by:

- (a) Having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee;
- (b) As the employer, contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

Grantee shall place a copy of the criminal history check in the applicant/employee's personnel file. If the criminal history check reveals convictions for any of the offenses described above, Grantee shall not permit the employee to provide services to children that are funded by the Grant unless Grantee justifies in writing why the employee is still suitable or able to work with children in a safe and trustworthy manner. Grantee shall place a copy of the written justification, together with the applicant/employee's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.04. Report. On or about September 30 of each year during the period from the effective date of this Agreement to and including the Availability Termination Date, Grantee shall provide Grantor with a written narrative progress report and a written fiscal report on the expenditure of the Grant moneys for the fiscal year ending the preceding June 30. The report must describe and document how the Grant moneys were utilized and the extent to which the expenditure of the Grant moneys resulted in the outcomes anticipated by Grantee in terms of benefits to children and families. Specifically, the written progress report must include the following:

- (a) A statement of the purpose, objective, or goal of each project or activity supported in whole or in part with Grant moneys;
- (b) A statement of problems or barriers encountered by Grantee during the year in working toward the outcomes anticipated by Grantee in terms of benefits to children and families;
- (c) A discussion of the extent to which the outcomes anticipated by Grantee in terms of benefits to children and families were met, including supporting data and information;
- (d) Overall conclusions and recommendations; and
- (e) Such other information as Grantor may reasonably request.

Section 5.05. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the date set forth in Section 2.04 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, and/or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Grantor's Child Abuse Multidisciplinary Intervention Account Coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee's use of the Grant moneys.

Section 5.06. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

SECTION 6 TERMINATION AND DEFAULT

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

Section 6.02. Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Child Abuse Multidisciplinary Intervention Account to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. 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 contained herein or in any exhibit attached hereto; or

(b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or

(c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

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

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor 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, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future Child Abuse Multidisciplinary Intervention Account awards. If, as a result of Grantee's default, Grantor demands return of

all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

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

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 7.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Indemnity. To the extent permitted by law, Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their 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, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement. If Grantee is an Oregon county, Grantee is required to indemnify pursuant to this Section 7.07 only to the extent permitted by Article XI, Section 10 of the Oregon Constitution.

Section 7.08. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.05, Records and Inspection; and Section 7, MISCELLANEOUS.

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venture or related entity of the other by reason of this Agreement.

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

Section 7.14. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

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



STATE OF OREGON

acting by and through its Department of Justice

By: _____
 Name: Karen Heywood
 Title: Interim Director
 Date: _____

GRANTEE

By: Michael D. Schrunk
 Name: Michael D. Schrunk
 Title: District Attorney
 Date: 1/25/10

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Assistant Attorney General: Steven Maslawa

Date: January 21, 2018

EXHIBIT A – Grant Award Service Areas

EXHIBIT B – Eligible Expenses

EXHIBIT C – Eligibility Status Letter

EXHIBIT A
GRANT AWARD SERVICE AREAS

The Grant moneys are awarded solely for activities and projects falling within the following Service Areas:

1. Assessment Services. Assessment services are medical assessments of, intervention services to or psycho-social assessments of children in Oregon suspected of being victims of abuse or neglect. For purposes of this description, the phrases medical assessment, intervention service and psycho-social assessment have the following meanings:

Medical Assessment means an assessment by or under the direction of a physician who is licensed to practice medicine in Oregon and trained in the evaluation, diagnosis and treatment of child abuse and includes, but is not limited to, the taking of a thorough medical history, a complete physical examination, an interview for the purpose of making a medical diagnosis, a determination of whether or not the child has been abused or neglected, and identification of appropriate treatment or referral for follow-up for the child.

Intervention Service means a service provided by criminal justice or child protective services staff to intervene effectively in a case of suspected child abuse.

Psycho-Social Assessment means an evaluation of the child and his or her family to determine the need for services to reduce the adverse reaction to victimization and the availability of resources to meet those needs.

2. Advocacy Services. Advocacy services are services that reduce additional trauma to children (and their families) in Oregon suspected of being victims of abuse or neglect or that support the identification and development of therapeutic services to such children (and their families). Advocacy services include, but are not limited to, protective services, intervention advocacy, prevention advocacy and professional training and education, all as described below:

Protective Services means activities that are required to protect the child, prevent future abuse, and support the healing process associated with the abuse or neglect related trauma.

Intervention Advocacy means activities identified at the local and state level to provide more effective intervention for victims of child abuse or neglect.

Prevention Advocacy means activities associated with local and state fatality review processes or subsequent prevention strategies designed to reduce child abuse, neglect or fatalities.

Professional Training and Education means support for professional training and education or for educational resources such as a clearinghouse, speakers bureau, or library, for professionals involved in child abuse and neglect intervention.

3. Treatment Services. Treatment services are information, referral or treatment for child abuse or neglect victims and their families. For purposes of this description, the words information, referral and treatment have the following meanings:

Information means providing information regarding treatment resources.

Referral means referral to therapeutic services.

Treatment means providing and coordinating therapeutic treatment intervention.

EXHIBIT B
ELIGIBLE EXPENSES

Grant moneys may be used only for the following expenses necessarily incurred by Grantee in conducting an activity or completing a project falling within a Service Area:

1. Costs for staff, interviewers, interpreters, and expert witnesses.
2. Costs for services, supplies, rent, and capital equipment.
3. Other operational expenses necessarily incurred in connection with a particular project or activity falling within a Service Area.

JOHN KROGER
Attorney General



EXHIBIT C
MARY WILLIAMS
Deputy Attorney General

DEPARTMENT OF JUSTICE
CRIMINAL JUSTICE DIVISION
Crime Victims' Assistance Section

August 14, 2009

Michael D. Schrunk, District Attorney
1021 SW Fourth Ave.
Portland, OR 97204

Dear District Attorney Schrunk,

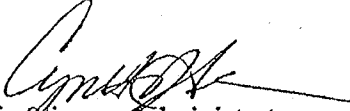
This is to notify you that the Multnomah County Multidisciplinary Team has been awarded its CAMI grant for 2009-2011. After reviewing your application, the Department and the Advisory Council on Child Abuse Assessment find that not all of the eligibility requirements have been met. As a result, the award is, at this time, conditional. The MDT will receive CAMI funds in the coming year, but will need to correct the following eligibility issue(s):

1. For the period January 1, 2008 through March 1, 2009, the Department of Human Services indicates that your county's Child Fatality Review Team has 4 child fatality reviews still outstanding. In accordance with ORS 418.747 (8) through (13) and OAR 137-082-0220 (4) (b), please complete the review of the case(s) and submit the *State of Oregon Child Fatality Review Form* directly to the CAMI Program at the address listed on this letterhead. CAMI staff will track the fatality review forms and forward them to the Department of Human Services. Forms must be submitted by December 1, 2009.
2. A copy of the contract for services or Memorandum of Understanding (MOU) between the MDT and CARES NW must be submitted to the Department per OAR 137-082-0230 (3). A copy of the contract or MOU must be submitted by October 30, 2009.
3. Submit a revised intervention plan which clearly lists all amounts in the budget pages. The applicable statutory authority for this eligibility criteria is ORS 418.746 (5) (b) (B) and OAR 137-082-0230 (3). A revised intervention plan must be submitted to the Department by October 30, 2009.

A grant agreement will be sent from this office shortly after the end of the project period, September 30, 2009. We are currently working on the final calculations of the allocation to all 36 multidisciplinary teams. As soon as we have completed our calculations, we will have more specific information about CAMI allocation numbers to share with you.

If you have any questions, please call Stacy Liskey at (503) 378-5307.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Cynthia Stinson', written in dark ink.

Cynthia Stinson, Administrator
Crime Victims' Services Division

Cc: Laurie Loudon

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Budget Redirection

It is the responsibility of the grant recipient to adhere to the approved budget as submitted with the grant application and/or grant agreement, or to request revision of the budget as change occurs. At no time may a budget modification change the scope of the original grant application and/or grant agreement. Funds may be moved and spent only within the scope of the approved Service Areas (Exhibit A and Exhibit B of the Grant Agreement), and according to the terms of the grant agreement. Administrative expenses may not exceed 5% of the grant award.

Budget revisions do not change the total amount of funding available for the grant. A budget revision may propose to redistribute funds within one budget Service Area (e.g. within Service Area "Advocacy Services") or to redirect funds from one Service Area to another (e.g. "Assessment" or "Treatment Services").

Budget revisions that move funds within one Service Area, redistribution, do not require prior approval. However, redistribution must not: change the scope of the original grant application and/or grant agreement; may be moved and spent only within the scope of the approved Service Areas (Exhibit A and Exhibit B of the Grant Agreement) and according to the terms of the grant agreement; and administrative expenses may not exceed 5% of the grant award. Budget revisions, redistribution, should be reported on and outcomes indicated in the CAMI MDT Annual Narrative and Fiscal Reports.

All budget redirects must be entered on a CAMI 2009-2011 Redirect Budget Page and must be accompanied by a Redirect 2009-2011 Budget Narrative form. One copy of the form is to be retained by grantee and one copy must be sent to Oregon DOJ. The following budget redirects require that the grant recipient obtain prior written approval from Oregon Department of Justice, Crime Victims' Services Division (DOJ):

- A redirection of funds from one Service Area to another in excess of \$500.00;
- Any redirection of funds in excess of 10% of the total grant amount indicated on the Expenditures Grand Total summary line on the originally proposed budget page.

If you have any question as to whether your proposed revision changes the scope of the original grant application or is a redirect which requires prior written approval, please telephone or e-mail Stacy Liskey, DOJ/CVSD at (503) 378-5307, stacy.liskey@doj.state.or.us prior to making the revision or spending the funds.

Documentation of Budget Redirects Requiring Prior Written Approval

Written requests to redirect budget funds must include a completed 2009-2011 CAMI Budget Redirect Form and a statement containing the following information:

Redirection of Funds from One Budget Service Area to Another:

1. Grant number;
2. Reason for excess funds in one or more Service Areas;
3. Reason funds can be better spent in another Service Area; and
4. Effect the approval or denial of the revision will have on the grant goals and objectives.

Please see attached Redirect Budget Page, Sample Redirect 2009-2011 Budget Narrative, Redirect Budget Narrative Form and sample Budget Redirection Letter.

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Training Outside of Oregon

When needed training is unavailable within the immediate geographical area, CAMI funds may support training outside of the geographical area. For example, grantees may benefit by attending national conferences that offer skills-building training workshops for MDT members. In order to maximize scarce CAMI funds **training outside Oregon, with a total cost of \$3,000 or more, must be approved by the Department of Justice in advance.** If the out of state training was specifically identified in the 2009-2011 CAMI Application Intervention Plan, and included sufficient itemized detail indicating the location, number of MDT Members planning on attending and itemized costs, then prior Department of Justice approval is not required.

When requesting approval for out of state training in advance, the following must be provided:

- Agenda;
- Reason for attending;
- Description of topics sufficient to establish that training is for MDT member skill development;
- Itemized costs; and
- Justification for out of state training must include reasons why comparable training within the state is unavailable.

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SAMPLE Redirection**REDIRECT 2009-2011 BUDGET NARRATIVE**

Date of Redirection: December 10, 2009

Grant Number: 09-CAMI-2222

Grant Service Areas: Assessment & Other Operational Costs *

Original Budget	Revised Budget	Narrative explanation (required for both redirection and continuing budget expenses)
Assessment: Medical Assessment		
\$10,000	\$14,000	Increased money available for medical assessments will provide for more assessments to child victims within our county by \$4,000. Vacancy in MDT Coordinator position saved two month's salary.
\$10,000	\$14,000	Assessment Subtotal
Other Operational Costs: Staff		
\$24,000	\$20,000	Move \$4,000 of MDT Coordinators salary from "Other Operational Costs; Staff" Service Area to "Assessment; Medical Assessment" Service Area. Salary savings resulted from the MDT Coordinator position being vacant for two months and funds can be better utilized for direct victim services in the Assessment: Medical Assessment Service Area.
\$24,000	\$20,000	Other Operational Costs
\$34,000	\$34,000	Total

* Other Service Areas are Advocacy Services; Treatment Services; and Funds Carried Over.

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REDIRECT 2009-2011 BUDGET NARRATIVE FORM
(Grantees may adapt this form, as appropriate)

Date of Redirection:

Grant Number:

Grant Service Areas:

Original Budget	Revised Budget	Narrative explanation (required for both redirection and continuing budget expenses)

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BUDGET PAGE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION
Project Period: July 1, 2009 – September 30, 2011

BUDGET YEAR: ☐ FY 2009-2010 ☐ FY 2010-2011

County Name: _____

Agency Name: _____

EXPENDITURES LINE ITEM – SERVICE AREA	CAMI FUNDS USED	OTHER FUNDS	TOTAL PROJECT COST
Assessment (1)			
Medical Assessment			
Intervention Service			
Psycho-Social Assessment			
Sub-total Assessment			
Advocacy Services (1)			
Protective Services			
Intervention Advocacy			
Prevention Advocacy			
Professional Training/Education			
Sub-total Advocacy Services			
Treatment Services (1)			
Information			
Referral			
Treatment			
Sub-total Treatment Services			
Other Operational Costs (1)			
Staff (i.e. Director/Coordinator salary)			
Administrative Costs (5% cap)			
Supplies			
Rent			
Services & Equipment (identify)			
Sub-total Other Operational Costs			
EXPENDITURES GRANT TOTAL			

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Note: The following letter can be used for redirection of funds from one Service Area to another Service Area.

(Agency Letterhead)

Date:

Stacy Liskey
DOJ/CVSD/CAMI
1162 Court St. NE
Salem, OR 97301-4096

Re: Child Abuse Multidisciplinary Intervention Account (CAMI) Budget Redirection Request

Grant No.:

Dear Ms. Liskey:

I am writing to request a redirection of funds from one budget Service Area to another on the above-numbered grant for the following reasons:

Redirection:

Reason for excess funds in one or more Service Areas (please be sure to specify the Service Areas):

Reason funds can be better spent in another Service Area (please be sure to specify the Service Area(s);

Effect the approval or denial of the revision will have on the grant goals and objectives:

A Redirect Budget page, showing the requested revision, is attached for your review. A copy of the Multidisciplinary Team (MDT) Meeting Notes is attached showing the date this change was presented to the MDT, a summary of the discussion regarding the change and the MDT approval to submit the change to the CAMI Account Coordinator for approval.

I UNDERSTAND THAT THIS REQUESTED REDIRECTION CANNOT BE MADE UNTIL I HAVE RECEIVED DEPARTMENT OF JUSTICE APPROVAL.

Thank you,
Your Name & Title

Enclosures