

Community Dispute Resolution Programs

2009-2011 Grant Agreement

I. PARTIES

1. State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law ("Grantor"); and
2. _____, servicing _____ County ("Grant Recipient").

II. RECITALS

1. Grantor is authorized to enter into agreements and disburse funds for the purpose of supporting community dispute resolution services pursuant to ORS 36.155.
2. Grant Recipient requests financial assistance to support community dispute resolution services and has met the requirements of Oregon Administrative Rules (OAR) Chapter 571, Division 100, "Rules Governing the Community Dispute Resolution Program."
3. While funding for the Community Dispute Resolution Program, for the grant period of 2009 through 2011 has been tentatively determined, the amount of available grant funds may be reduced in the final state budget.
4. The parties acknowledge that this Agreement may be amended based on the final amount of available grant funds appropriated in the state budget.

III. AGREEMENTS

1. Purpose
This Agreement is entered into by the parties for the purpose of providing financial support to Grant Recipient to provide community dispute resolution services as set forth in the Statement of Work, Exhibit C, incorporated herein.
2. Statement of Work
Grant Recipient shall provide community dispute resolution services as set forth in the Statement of Work in Exhibit C. Changes to the Statement of Work in Exhibit C shall be submitted to Grantor for prior approval and may be made only as provided in Paragraph III.12 of this Agreement.
3. Use of Project Funds
Grant Recipient shall use the funds provided by this Agreement for the provision of community dispute resolution services described in Exhibit C and shall expend these funds in accordance with the budget shown in Exhibits A and B, incorporated herein. Any significant changes (25% or more of total amount) in the Other Revenue or In-Kind Donations of the program's budget shall be submitted to Grantor for its approval within six (6) months of the change.

4. Grant Amount, Payment Schedule, Eligibility of Expenses, and Term of Agreement
- a. The maximum consideration for this Agreement is \$\$\$ ("Grant"). The initial payment will be made upon successful execution of this Agreement, after disbursement of funds to Grantor. Subsequent payments are based on substantial compliance with grant requirements, as described in Exhibit D (Payment and Report Schedule), as well as Grantor's continued receipt of funding through appropriations from the Oregon Legislative Assembly. All payments are subject to approval by Grantor.
 - b. Payments shall be made to Grant Recipient according to the payment and report schedule in Exhibit D, incorporated herein.
 - c. In the event that the Oregon Legislative Assembly does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed to, the parties may agree to modify this Agreement to reflect a reduction in available funds, as an alternative to Termination (See §14, below).
 - d. The term of this Agreement shall begin July 1, 2009, or the date upon which it has been executed by all of the parties, whichever is later, and shall terminate on June 30, 2011 (Availability Termination Date). Failure to provide services as described in the Statement of Work (Exhibit C), submit timely progress reports as described in the payment and reporting schedule (Exhibit D), and/or stay in compliance with Grantor's requirements shall constitute grounds for termination of this Agreement.
5. Submission of Reports
- a. Grant Recipient shall submit progress reports in accordance with the payment and report schedule in Exhibit D. Reports shall be submitted in the format prescribed by Grantor and shall address the activities outlined in the Statement of Work. Grant Recipient's Executive Director and Board Chair shall certify the authenticity of financial reports by signature. Failure to submit reports on time shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by Grantor in its sole discretion.
 - b. Grant Recipient shall submit annual reports of the activities outlined in the Statement of Work in a format prescribed by Grantor. Grant Recipient's Executive Director and Board Chair shall certify the authenticity of financial reports by signature. Failure to submit reports on time shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by Grantor in its sole discretion.
 - c. Within ninety days of the termination of this Agreement, the Grant Recipient shall submit to Grantor a final financial report of revenues and expenses on forms provided by Grantor, attached as Exhibits A and B.
6. Compliance with Applicable Law
- Grant Recipient shall comply with all federal, state and local laws, codes, regulations, executive orders and ordinances applicable to the work under this Agreement including the relevant provisions of OAR Chapter 571, Division 100. Without limiting the generality of the foregoing, Grant Recipient expressly agrees to comply with the

following as applicable: (i) Title VI and VIII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A, as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, Grant Recipient, and employees and contractors of Grant Recipient, shall comply with ORS Chapter 244, including that they shall not use this Agreement or work performed under this Agreement to obtain financial gain or avoid financial detriment in the manner prohibited by ORS 244.040.

7. Assignment

Grant Recipient shall not assign or transfer its interest in this Agreement without the express written consent of Grantor. If the Oregon Legislative Assembly creates a successor agency to Grantor, or transfers Grantor's duties under this Agreement to another agency, this Agreement shall be assigned to that successor agency.

8. Diverse Work Force

Grant Recipient will attempt to create a diverse work force and volunteer staff.

9. Dual Payment

Grant Recipient shall not be compensated for work performed under this Agreement by any other department of the State of Oregon, federal agency, private organization or individual.

10. Recovery of Grant Monies

Any grant monies disbursed to Grant Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") on the earlier of termination of this Agreement or the Availability Termination Date must be returned to Grantor. Recipient shall return all Misexpended Funds to Grantor promptly after Grantor's written demand and no later than 15 days after Grantor's written demand. If, after the Availability Termination Date, there are any unexpended funds remaining, Grant Recipient agrees to apply for a no-cost extension. Grantor will approve such an extension in its sole discretion, based in part upon a determination of whether or not Grant Recipient has been in substantial compliance with the terms of this Agreement.

11. Ownership of Work Product

All work product of the Grant Recipient, that is not confidential as a result of being part of a mediation, is owned by the Grant Recipient; however, copies shall be provided to Grantor upon request.

12. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by both parties.

13. Program Compliance

- a. Per OAR 571-100-0110, in the event that Grantor determines that the Grant Recipient is not in substantial compliance with the terms of its Agreement, the Grant Recipient shall be required to come into compliance within a reasonable amount of time as determined by Grantor. If the program continues to be out of compliance, Grantor shall provide written notice to the program and the county that specifies the areas of non-compliance and requires substantial compliance within 30 days. After the 30 day period, Grantor shall take such steps as deemed necessary or advisable by Grantor, including but not limited to requiring the Grant Recipient to participate in a form of alternative dispute resolution or terminating the Agreement. The State of Oregon, the State Board of Higher Education, the University, the Dean, and their agents and employees shall have no liability to a Grant Recipient for any actions taken under OAR 571-100-0110.
- b. The rights and remedies of Grantor provided in paragraph III.13.a, above, related to program compliance by the Grant Recipient shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Termination

- a. This Agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class mail or in person.
- b. Grantor may terminate this Agreement effective upon delivery of written notice to the Grant Recipient or at such later date as may be established by Grantor under any of the following conditions:
 - (1) If the Grant Recipient fails to perform the terms of the Agreement, fails to provide reports on time, or fails to make satisfactory progress toward compliance with Grantor program regulations.
 - (2) If funds are not obtained and continued, or if the Oregon Legislative Assembly does not provide sufficient appropriations, limitations or other expenditure authority to allow Grantor, in the reasonable exercise of its administrative discretion, to fund the program as provided in Section III.4.a. of this Agreement.
 - (3) If state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for funding under the Agreement.
 - (4) Grant Recipient commits any intentional act prohibited by state or federal law.
- c. In the event of termination of this Agreement, Grant Recipient shall immediately return to Grantor all funds received under this Agreement which have not been previously expended to provide community dispute resolution services as set forth in the Statement of Work.
- d. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

15. Force Majeure
Grant Recipient shall not be held responsible for delay or default caused by fire, riot, acts of God, or war, which was beyond the Grant Recipient's reasonable control.
16. Waiver
The failure of Grantor to enforce any provision of this Agreement shall not constitute a waiver by Grantor of that or any other provision.
17. Record Keeping
Grant Recipient shall permit Grantor, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, to inspect and audit the books, records, and accounts of the Grant Recipient relating to the program. Further, Grant Recipient agrees to maintain all required records for at least three years after Grantor's final payment and all other pending matters have been resolved. Grant Recipient acknowledges that it is subject to audit by the Secretary of State pursuant to ORS chapter 297.
18. Hold Harmless
Grant Recipient shall save, hold harmless, and indemnify the State of Oregon, Grantor, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grant Recipient or its officers, employees, subcontractors, or agents under this Agreement. Grant Recipient shall not be liable for negligent acts or omissions of the State of Oregon, Grantor, its employees, or representatives. This provision is applicable to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act.

Nothing in this Agreement shall be construed to make the Grant Recipient an officer, employee or agent of the State of Oregon.
19. Grant Recipient's Authorization
This Agreement shall be executed by those officials authorized to execute the Agreement on the Grant Recipient's behalf. In the event Grant Recipient's governing body delegates signature of the Agreement, Grant Recipient shall attach to this Agreement a copy of the motion or resolution that authorizes the officials to execute this Agreement, and shall also certify its authenticity.
20. 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. This Agreement may be modified only by a written agreement executed by the parties.
21. Tax Compliance Certification
Grant Recipient hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Grant Recipient's knowledge, Grant Recipient is not in violation of any of the tax laws described in ORS 305.380(4).

22. No Third Party Beneficiaries

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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

23. Governing Law

This Agreement shall be governed by the laws of the State of Oregon.

24. Notices

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or by USPS First Class mail. All notices shall be addressed to the parties at the addresses set forth in this section or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery or (b) the date of mailing by USPS First Class mail. Actual notice, however and from whomever received, shall always be effective.

25. Counterparts

This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature, each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

To Grant Recipient:

To Grantor:

Carrie Heltzel
University of Oregon
School of Law
Knight Law Center, 330C
1221 University of Oregon
Eugene, OR 97403-1221

With a copy to:

SIGNATURE PAGE FOLLOWS

GRANT RECIPIENT by and through an authorized official

STATE OF OREGON, by and through the State Board of Higher Education, on behalf of the University of Oregon for the University of Oregon School of Law

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

GRANT RECIPIENT DATA

NAME: _____

ADDRESS: _____

FEDERAL TAX I.D. #: _____

Exhibit A

**Revenue Summary
For 2009-2011 Program Budget**

Program Name: _____

A. Grant amount requested: \$ _____

B. Other revenue: Identify sources and amount of revenue received from sources other than Grantor including grant funds, contracts for services, fees, contributions, etc.

	Source	Check one for each source		
		Proposed Funding	Pending Funding	Secured Funding
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$
6		\$	\$	\$
7		\$	\$	\$
8		\$	\$	\$
	SUBTOTAL REVENUES:	\$	\$	\$

C. In-kind contributions: List source and amount. If applicable, attach documentation.

	Source	Check one for each source		
		Proposed Funding	Pending Funding	Secured Funding
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$
6		\$	\$	\$
7		\$	\$	\$
8		\$	\$	\$
	SUBTOTAL IN-KIND CONTRIBUTIONS:	\$	\$	\$

TOTAL 2009-2011 REVENUES (A + B + C): \$ _____

Exhibit B

**Expenditure Summary
For 2009-2011 Program Budget**

Program Name: _____

A. Personnel

Position Title	FTE	Salary/Year	Benefits/Year	Total/ Biennium	Grantor Funds Amount
SUBTOTAL					

B. Services and Supplies

Item	Biennium Expense	Grantor Funds Amount
Rent		
Equipment S&S		
Office Supplies		
Utilities		
Telephone		
Postage		
Printing and Copying		
Publicity		
Training		
Insurance		
Books, Periodicals, Subscriptions		
Memberships and Dues		
Travel		
Other (specify)		
Contractual Services (specify)		
SUBTOTAL		

C. Other

Item	Biennium Expense	Grantor Funds Amount
Capital Expenses		
Other (specify)		
SUBTOTAL		

TOTAL 2009-2011 EXPENDITURES (A + B+ C): \$ _____

Exhibit C
Statement of Work

_____ shall perform the following activities during the Grant period:

1. Provide community dispute resolution services for _____ County residents as outlined in “description of services” in the approved grant application, using volunteers, at least in part.
2. Provide citizen education in conflict resolution skills (e.g. workshops, classes, or other dispute resolution skill-building opportunities for citizens, businesses, agencies or other groups) in _____ County as outlined in “description of services” in the approved grant application.
3. Provide mediator training activities (basic mediation and continuing education) as outlined in “mediator training” in the approved grant application. Maintain a roster of qualified volunteer mediators trained by qualified trainers. Provide continuing education training opportunities for volunteer mediators each year.
4. Provide publicity and outreach to potential referral agencies, individuals, civic groups, courts and justice system agencies as outlined in “publicity and outreach” in the approved grant application.
5. Evaluate the program, client satisfaction and board and director performance as outlined in “evaluation” in the approved grant application.
6. Maintain a separate dispute resolution program budget, and meet matching funds requirements as referenced in Appendix 1 (2009-2011 Program Information Sheet) of the Request for Application. With approval from Grantor, Recipient may rebudget between categories set forth in Exhibit B and shall send revised Exhibits A and B (revenue and expenditures) to Grantor within six (6) months of when program budget changes more than 25% of total amount.
7. Collaborate with other Grantor-funded Community Dispute Resolution Programs (CDRPs), as well as other service providers (as appropriate) in _____ County.
8. Provide sliding scales or waivers if fees are charged, send copies to Grantor, and explain fees to disputants in advance. Not charge fees based on outcome or amount in controversy.
9. Provide written notice of voluntariness of mediation to participants.
10. Offer confidentiality statements to participants for signature no later than first mediation session.
11. Maintain either a Board of Directors of at least 5 members (if Grant Recipient is a non-profit organization established to provide mediation services), or a Dispute Resolution Advisory Committee of at least 5 members (if Grant Recipient is a government entity or part of a larger nonprofit that was established for a purpose other than providing mediation services).

- a. Ensure that such Board or Advisory Committee meets at least quarterly.
 - b. Provide Grantor with meeting minutes.
 - c. Provide Grantor with Board or Committee roster (name, address, phone, community affiliation).
 - d. Inform Grantor of any changes in membership during the grant period.
12. Provide Grantor with the following reports:
- a. Progress reports, using Grantor's forms, according to the schedule attached in Exhibit D (payment and report schedule);
 - b. Annual reports, using Grantor's forms, according to the schedule attached in Exhibit D; and
 - c. A final summary of revenues and expenses within 90 days of termination of the Agreement.

**Exhibit D
Payment and Report Schedule**

Report Schedule:

July 1, 2009 – December 31, 2009 Progress Report	Due: January 29, 2010
July 1, 2009 – June 30, 2010 Annual Report	Due: July 30, 2010
July 1, 2010 – December 31, 2010 Progress Report	Due: January 31, 2011
July 1, 2010 – June 30, 2011 Annual Report	Due: July 29, 2011
Final Summary of 2009-2011 Revenue and Expenses	Due no later than: Sept. 30, 2011

Payment Schedule (4 payments):

First payment of \$\$\$ upon the signing of this Agreement and upon disbursement of appropriations from the State of Oregon, acting by and through the State Board of Higher Education, if the Grant Recipient is a new program and did not receive funding in the 2007-2009 grant cycle. If the Grant Recipient did receive funding in the 2007-2009 grant cycle, Grant Recipient must have been in substantial compliance with all terms and conditions of the 2007-2009 Grant Agreement before being eligible to receive funds for the 2009-2011 grant cycle.

Grantor anticipates making three additional payments during the term of this Agreement. Every effort will be made to issue payments according to the schedule detailed below. Payment amounts will vary depending on actual appropriations. Payment dates are approximate, and may differ from the dates provided below, based on revised budget decisions made throughout the biennium by the Oregon Legislative Assembly, the State Board of Higher Education, and Grantor.

Second payment on or about April 15, 2010.
Third payment on or about July 15, 2010.
Fourth payment on or about January 15, 2011.