



**SUB-GRANTEE CONTRACT
REGARDING THE
2020-2023 U.S. DEPARTMENT OF JUSTICE OFFICE ON VIOLENCE AGAINST WOMEN
RURAL CONTINUATION GRANT**

This Sub-Grantee Contract, hereinafter, Agreement, is made and entered into by and between Tillamook county, by and through its Board of Commissioners, hereinafter **County**; and Tides of Change (ToC) by and through its Board of Directors, hereinafter **ToC**. Collectively referred to as **Parties**.

RECITALS

PURPOSE

- A.** The purpose of this AGREEMENT is to define PARTIES' responsibilities for the implementation of the 2020-2023 US Department of Justice Office on Violence Against Women Rural Grant.
- B.** Parties desire to provide the detective with an advanced level of training and expertise in domestic violence and sexual assault investigations, enhance coordination, devote additional law enforcement time and resources to such investigations, promote successful prosecution of violent criminal perpetrators, and provide timely treatment for victims.
- C.** **ToC** has grant funding available from the 2020-2023 US Department of Justice Office on Violence Against Women Rural Grant in the amount of \$177,660.00.
- D.** Tillamook County Sheriff's Office is charged with the investigation of domestic violence and sexual assault crimes and coordinate necessary resources for victims and families in conjunction with ToC, through the term of this agreement.
- E.** The amount of the \$177,660.00 allocated to the County over the term of this agreement for implementation of the Duties and Obligations set forth in Section 4 of this AGREEMENT.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings hereinafter set forth, PARTIES agree as follows:

- 1. Rights, Duties and Obligations of **PARTIES**. PARTIES shall:
 - 1.1. Collaborate to provide services to victims of domestic violence and sexual assault.
 - 1.2. Protect each client's right to confidentiality.
 - 1.3. Collaborate, review and coordinates resources to the investigation of domestic violence and sexual assault cases in Tillamook County.
- 2. Rights, Duties and Obligations of **County**. County shall:
 - 2.1. Maintain a detective that has received specialized training to investigate domestic violence and sexual assault cases.
 - 2.2. Provide detective additional, specialized training to conduct such investigations.
 - 2.3. At the request of ToC, conduct additional follow-up and investigative efforts on such cases.
 - 2.4. Collaborate with advocates from ToC, concerning cases of domestic violence and sexual assault.
 - 2.5. Provide a written report(s) documenting information received during interviews, service referral recommendations, and any recommendations regarding contact with alleged perpetrator(s) of domestic violence and/or sexual assault.



- 2.6. Follow protocol associated with the A.I.R and SART response.
 - 2.7. Submit quarterly invoices for reimbursement of the Detective salary and benefits must include supporting documentation.
 - 2.8. Submit 6-month progress reports.
3. Rights, Duties and Obligations of **ToC**. ToC shall:
 - 3.1. Provide funding in the amount of \$177,660.00 to fund a .5FTE Detective at the Tillamook County Sheriff's Office to investigate domestic violence and sexual assault cases.
 - 3.2. Facilitate a monthly Domestic Violence Council meeting with community partners in order to review cases and track investigations and to share information and enhance the coordination of care for victims.
 - 3.3. Collaborate with the detective to address and identify resources for victims of domestic violence and sexual assault crimes.
 - 3.4. Maintain a recording of all compensations made to County.
4. **TERMINATION**. This AGREEMENT shall terminate:
 - 4.1. Upon the request of any party, after giving the other parties 60 days' advance written notice.
5. **INDEMNITY**. Each party shall include appropriate indemnity clauses and shall require consultants, subconsultants, contractors, subcontractors, and suppliers to defend, indemnify and hold the PARTIES harmless from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal injury or property damage to the extent such claims, costs, damages, or expenses arise out of that party's fault.

Each party shall indemnify and defend the other from any claim, loss or liability arising out of, or related to, any activity of that party pertaining to the activities under this sub-contract, including any such claim, loss, or liability that may be caused or contributed to in whole or in part by that party's own negligence.
6. **INSURANCE**. Each Party agrees to maintain insurance sufficient to meet sums specified by ORS 30.270.
7. **GENERAL PROVISIONS**.
 - 7.1. **MODIFICATION & WIVER**. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of the parties. Failure to enforce any provision of this AGREEMENT shall not operate as a waiver of such provision or of any other provision.
 - 7.2. **ATTORNEYS' FEES**. Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
 - 7.3. **LEGAL REPRESENTATION**. In entering into this AGREEMENT, each Party has relied solely upon the advice of their own attorney. Each Party has had the opportunity to consult with counsel.
 - 7.4. **NOTICES**. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:
 - 7.4.1. Actually delivered if not sent by mail as described below, or
 - 7.4.2. Three days after deposit in United States certified mail, postage prepaid, addressed to the other Party at their last known address.
 - 7.5. **LANGUAGE**. The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neutral genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.



- 7.6. SAVINGS. Should any clause or section of this AGREEMENT be declared by a court to be void or voidable, the remainder of this AGREEMENT shall remain in full force and effect.
 - 7.7. JURISDICTION; LAW. This AGREEMENT is executed in the State of Oregon, and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the Parties.
 - 7.8. NO THIRD PARTY BENEFICIARIES. There are no intended third-party beneficiaries of this AGREEMENT.
8. TERM. The term of this AGREEMENT shall be October 1, 2020 through September 30, 2023.

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

Tides of Change

Dated this ____ Day of _____, 2021

 Valerie Bundy, Executive Director

Tillamook County Sheriffs' Office

Dated this ____ Day of _____, 2021

 Josh Brown, Sheriff

//
 //
 //
 //
 //
 //
 //
 //
 //
 //
 //
 //
 //
 //
 //
 //
 //



THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Dated this ____ Day of _____, 2021

	Aye	Nay	Abstain/Absent
_____ Mary Faith Bell, Chair	_____	_____	_____/_____
_____ David Yamamoto, Vice-Chair	_____	_____	_____/_____
_____ Erin Skaar, Commissioner	_____	_____	_____/_____