

**DEPARTMENT OF PUBLIC SAFETY STANDARDS AND TRAINING  
GRANT AWARD**

This Grant Award ("Award") is made and entered into between the State of Oregon by and through its Department of Public Safety Standards and Training ("DPSST") and Yamhill County Sheriff's Office ("Grantee") both individually without distinction as "Party" and collectively as the "Parties."

**SECTION 1: AUTHORITY**

The Department of Public Safety Standards and Training utilizes authority provided in ORS 181A.410(3)(d) to provide grant funds to agencies and organizations within the State of Oregon.

**SECTION 2: PURPOSE**

The general purpose of this Award is to establish the terms for providing Grant funding as described herein by DPSST to Grantee. Grantee shall use the Grant funds in the amount of \$1,500.00 for 2024 Yamhill County CIT .

Grant funds are subject to the terms under which they are received by DPSST and shall be provided by DPSST when all signatures are obtained on this document ("Execution"). Grantee agrees to abide by the terms and conditions of this Award and applicable law.

**SECTION 3: EFFECTIVE DATE AND AVAILABILITY OF GRANT FUNDS**

This Award begins upon Execution and terminates on June 30, 2025, unless terminated earlier in accordance with Section 8.

DPSST's obligation to disburse Grant Funds under this Award shall end June 30, 2025.

**SECTION 4: AUTHORIZED REPRESENTATIVES**

**4.1 DPSST'S AUTHORIZED REPRESENTATIVE IS:**

Staci Yutzie, Ed.D, Academy Dean  
4190 Aumsville Hwy SE  
Salem, OR 97317  
(503)378-2426  
[Staci.Yutzie@dpsst.oregon.gov](mailto:Staci.Yutzie@dpsst.oregon.gov)

**4.2 GRANTEE'S AUTHORIZED REPRESENTATIVE IS:**

Brandon Bowdle  
535 NE 5<sup>th</sup> Street  
McMinnville, OR 97128  
(503)434-7506  
[bowdleb@yamhillcounty.gov](mailto:bowdleb@yamhillcounty.gov)

**4.3 A Party may designate a new Authorized Representative by written notice to the other Party.**

*DPSST Grant Award*  
**DPSST G259-25-044**

## **SECTION 5: FINANCIAL DISBURSEMENT**

### **5.1 Funds Distribution.**

**5.1.1**  **Reimbursement Based Grant:** Within 30-days of invoice acceptance by DPSST funds will be distributed.

- Grantee shall send invoice via electronic mail with supporting documentation to Agency at [DPSST.Grants@dpsst.oregon.gov](mailto:DPSST.Grants@dpsst.oregon.gov). Grantee's invoice shall include at a minimum: the Award number; services performed and/or goods purchases, the total amount due, and the payment address.
- Required supporting documentation includes at a minimum:
  - Copies of receipts or other verification that payment has been made for goods and/or services.
  - Attendance Roster(s)
  - Course Evaluation(s)

**5.1.2**  **Funds Distribution Upon Execution Award:** Funds disbursement shall be made by DPSST to Grantee within 30-days of the Execution of this Award, no invoice or further documentation will be required. Payment will be remit to the address indicated in Section 4.2.

**5.2 Overpayment.** Grantee shall be accountable for and shall repay DPSST any overpayment or audit disallowances resulting from the Award. DPSST may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor.

**5.3 Conditions Precedent to Disbursement.** DPSST's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

**5.3.1** DPSST has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DPSST, in the exercise of its reasonable administrative discretion, to make the disbursement.

**5.3.2** Grantee is in compliance with the terms of this Award.

**5.3.3** Grantee's representations and warranties set forth in this Award hereof are true and correct on the date of Execution.

**5.4** Funds for this Award will be distributed under the following DPSST accounting codes:

DPSST Program Cost Account: 12175

DPSST Index: N/A

DPSST Project Number: N/A

**5.5 Recovery of Grant Funds.** Any funds disbursed to Grantee under this Award that are expended in violation or contravention of one or more of the provisions of this Award ("Misexpended Funds"). Grantee shall return all Misexpended Funds to DPSST promptly after DPSST's written demand and no later than 15-days after DPSST's written demand.

## **SECTION 6: REPRESENTATIONS AND WARRANTIES OF GRANTEE**

**6.1 Representations and Warranties of Grantee.** Grantee represents and warrants to DPSST as follows:

**6.1.1 Organization and Authority.** Grantee is a local/county government in the State of Oregon and has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow Grantee to expend the Grant Funds and carry out the Project, is eligible to receive the Grant Funds, has full power,

authority, and legal right to enter into this Award and to incur and perform its obligations hereunder. The making and performance by Grantee of this Award (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other award or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for performance by Grantee of this Award.

- 6.1.2** No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subawards. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Award or any benefit arising therefrom.
- 6.1.3** No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Award by any state or federal agency. Grantee agrees to notify DPSST immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- 6.2** The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Award or implied by law.

## **SECTION 7: Grantee Subawards and Procurements**

- 7.1** Subawards. Grantee may enter into Awards with subgrantees, contractors or subcontractors (collectively, "subawards") for performance of the Project.
- 7.1.1** All subawards must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Award to the other party or parties to the subaward(s). Use of a subaward does not relieve Grantee of its responsibilities under this Award.
- 7.1.2** Grantee agrees to provide DPSST with a copy of any signed subaward upon request by DPSST. Any substantial breach of a term or condition of a subaward relating to funds covered by this Award must be reported by Grantee to DPSST within ten (10) days of its being discovered.
- 7.2** Subcontractor Indemnification and Insurance
- 7.2.1** Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 7.2.2** Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to have insurance per Attachment A.

*DPSST Grant Award*  
**DPSST G259-25-044**

- 7.3 Procurements. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition.

**SECTION 8: TERMINATION**

- 8.1 This Award may be terminated at any time by mutual written agreement of the Parties.
- 8.2 A Party may terminate this Award upon 30 days written notice to the other Party.
- 8.3 A Party may terminate this Award immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
- 8.3.1 The terminating Party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Award;
- 8.3.2 Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Award is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;
- 8.3.3 The other Party materially breaches a covenant, warranty or obligation under this Award, or fails to perform its duties within the time specified in this Award or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Award in accordance with its terms, and such breach or failure is not cured within 20 calendar days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

**SECTION 9: GENERAL PROVISIONS**

- 9.1 Amendments. The terms of this Award may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.
- 9.2 Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Award from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- 9.3 No Third Party Beneficiaries. DPSST and Grantee are the only Parties to this Award. Nothing in this Award gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Award.
- 9.4 Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Award or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- 9.5 Notice. Except as otherwise expressly provided in this Award, any notices to be given relating to this Award will be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address, number or email address set forth in this Award, or to such other addresses or numbers as a Party may indicate pursuant to this Section 9.
- 9.6 Survival. All rights and obligations cease upon termination of this Award, except for those rights and obligations that by their nature or express terms survive termination of this Award. Termination will not prejudice any rights or obligations accrued to the Parties prior to termination.
- 9.7 Severability. If any term or provision of this Award 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Award did not contain the particular term or provision held to be invalid.
- 9.8 Counterparts. This Award may be executed in several counterparts, all of which when taken together will constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Award so executed will constitute an original.

#### **SECTION 10: Third Party Claim.**

- 10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- 10.2 With respect to a Third Party Claim for which DPSST is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), DPSST shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of DPSST on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DPSST on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DPSST's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DPSST had sole liability in the proceeding.
- 10.3 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this Award. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Award. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

#### **SECTION 11: LIABILITY AND INSURANCE**

- 11.1 Grantee shall maintain all insurance as set forth in Attachment A, Required Insurance.
- 11.2 Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents,

employees, officers, and/or subcontractors is the sole responsibility of Grantee.

## **SECTION 12: RECORDS MAINTENANCE AND ACCESS; AUDIT.**

- 12.1** Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Award and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements. DPSST, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Award, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, DPSST, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of DPSST and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.
- 12.2** Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Award, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Award or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.
- 12.3** Expenditure Records. Grantee shall document the expenditure of all funds disbursed by DPSST under this Award. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit DPSST to verify how the moneys were expended.

## **SECTION 13: FORCE MAJEURE**

In addition to the specific provisions of this Award, neither DPSST nor Grantee may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of DPSST or Grantee, respectively. Grantee shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Award.

## **SECTION 14: MERGER, WAIVER AND MODIFICATION**

This Award and all exhibits and attachments, if any, constitute the entire Award between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Award. No waiver, consent, modification or change of terms of this Award will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given.

## **SECTION 15: CERTIFICATIONS**

**The individual signing on behalf of Grantee hereby:**

- 15.1** Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, (ii) Grantee has not been notified by the IRS that Grantee is subject to backup withholding as a result of a failure to report all

DPSST Grant Award  
DPSST G259-25-044

Interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Grantee, s/he has authority and knowledge regarding Grantee's payment of taxes, and to the best of her/his knowledge, Grantee is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Award, Grantee faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Grantee, to Grantee's property, operations, receipts, or income, or to Grantee's performance of or compensation for any work performed by Grantee; (iii) any tax provisions imposed by a political subdivision of this state that applied to Grantee, or to goods, services, or property, whether tangible or intangible, provided by Grantee; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Grantee is an independent contractor as defined in ORS 670.600; and (d) the supplied Grantee tax identification numbers are true and accurate.

- 15.2 Certifies that, to the best of the undersigned's knowledge, Grantee has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts.
- 15.3 Grantee and Grantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.
- 15.4 Grantee has a formal statement of nondiscrimination in employment policy.
- 15.5 Grantee is bound by and will comply with all requirement, terms, and conditions contained in this Award.

IN WITNESS WHEREOF, the Parties have executed this Award as of the dates set forth below.

**SIGNATURE OF GRANTEE AUTHORIZED REPRESENTATIVE**

Grantee's Legal Name: Yamhill County Sheriff's Office

Authorized Signature: Brandon Bowdle Date: 5/16/2024

By: Brandon Bowdle

**SIGNATURE OF DPSST AUTHORIZED REPRESENTATIVE**

AGENCY: STATE OF OREGON, acting by and through its Department of Public Safety Standards and Training

Authorized Signature: [Signature] Date: \_\_\_\_\_

By: Brian Henson, Deputy Director

Approved by the BOC on: 5/9/24

via Board Order No.: 24-136

**ATTACHMENT A  
INSURANCE REQUIREMENTS****INSURANCE REQUIREMENTS:**

Grantee/Recipient shall obtain at Grantee/Recipient's expense the insurance specified in this Attachment A prior to performing under this Contract. Grantee/Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Grantee/Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee/Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee/Recipient maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Grantee/Recipient.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Grantee/Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee/Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Grantee/Recipient is a subject employer, as defined in ORS 656.023, Grantee/Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee/Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Grantee/Recipient/Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

Grantee/Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

**AUTOMOBILE LIABILITY INSURANCE:**

Required  Not required

Grantee/Recipient shall provide Automobile Liability Insurance covering Grantee/Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and

*DPSST Grant Award*  
**DPSST G259-25-044**

Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other activities to be performed under this Grant.

Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee/Recipient's activities to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Grantee/Recipient shall waive rights of subrogation which Grantee/Recipient or any insurer of Grantee/Recipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee/Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee/Recipient or the Grantee/Recipient's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Grantee/Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Grantee/Recipient's completion and Agency's acceptance of all Services required under the Contract,  
or
- (ii) Agency or Grantee/Recipient termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Grantee/Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list

*DPSST Grant Award*  
**DPSST G259-25-044**

the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Grantee/Recipient or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Grantee/Recipient agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Grantee/Recipient and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee/Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Attachment A.