

October 19, 2023

Board of County Commissioners
Clackamas County

Approval of Grant Agreement from University of Oregon for Community Dispute Resolution Program. Total Grant value is \$156,644 for 2 years. Funding is through the University of Oregon. No County General Funds are involved.

Previous Board Action/Review	10/17/23-Briefed at issues		
Performance Clackamas	1. Ensuring safe, healthy, and secure communities. Community mediation is an important tool to help neighbors in conflict work directly on the issue rather than use other county avenues such as law enforcement, code enforcement, or court.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Abbey Bowman	Contact Phone	971-276-0655

EXECUTIVE SUMMARY: The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests approval of a Grant Agreement from the University of Oregon. Resolution Services is a designated Community Dispute Resolutions Center (CDRC). This long-term County program funds CDRSs to provide community mediation services to residents of Clackamas County to explore options through dialogue and negotiation with the assistance of a mediator. In FY22-23, this program supported 1594 Clackamas County residents within 826 cases. Successful mediation outcomes create long-lasting solutions to issues while reducing the burden on law enforcement, code enforcement, or courts.

Grant Value is \$156,644 for 2 years for services from July 1, 2023, through June 30, 2025.

RECOMMENDATION: Staff recommends Board approval and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Director of Health, Housing and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 Phone (503) 650-5697 Fax (503) 655-8677
Clackamas.us/h3s

For Filing Use Only

**Community Dispute Resolution Program Agreement
2023-2025 Grant Agreement
PCS# 228000-01037-O**

University of Oregon on behalf of the University of Oregon School of Law (“Grantor”) and **Clackamas County on behalf of its Resolution Services Division** servicing **Clackamas County**, and surrounding counties (“Grant Recipient”). Grantor and Grant Recipient are each “Party” and collectively “Parties”.

RECITALS

- A. Grantor is authorized to enter into agreements and disburse funds for the purpose of supporting community dispute resolution services pursuant to ORS 36.155.
- B. Grant Recipient requests financial assistance to support community dispute resolution services and has met the requirements of the University of Oregon Policy-Community Dispute Resolution Program. Grant Recipient is a unit of federal, state, or local government, or has registered, or will register as a 501(c)(3) public charity with the Internal Revenue Service and has registered with the State of Oregon in accordance with the payment schedule in **Exhibit D**, incorporated herein.
- C. While funding for the Community Dispute Resolution Program for the grant period of **July 1, 2023** through **June 30, 2025** has been tentatively determined, the amount of available grant funds may be adjusted in the final state budget.
- D. The Parties acknowledge that this Agreement may be amended based on the final amount of available grant funds appropriated in the state budget.

AGREEMENT

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 27 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. Payment.
 - a. Grant Amount. The maximum consideration for this Agreement is **\$156,644.00** ("Grant"). The initial payment will be made upon successful execution of this Agreement, after the State of Oregon disburses the funds to Grantor. Subsequent payments are contingent

on Grant Recipient's substantial compliance with the Grant requirements 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.

5. Term and Termination.

- a. Term. This Agreement will commence on **July 1, 2023**, or the last date of signature, whichever is later, and shall terminate on **June 30, 2025**.
- b. Termination. Grantor may terminate this Agreement upon thirty (30) days' written notice to Grant Recipient Failure to provide services as described in **Exhibit C**, submit timely and accurate progress reports as described in **Exhibit D**, and/or stay in compliance with Grantor's requirements shall constitute grounds for termination of this Agreement.
 - i. This Agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice in accordance with the notice requirements set out in Section 16, below.
 - ii. 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:
 - a. If the Grant Recipient fails to (1) provide the services set out in **Exhibit C**, (2) provide reports on time, or (3) comply with the requirements of Section 7.
 - b. 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 4(c), above.
 - c. 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.
 - d. Grant Recipient commits any intentional act prohibited by state or federal law.
 - iii. In the event this Agreement is terminated for any reason, 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 **Exhibit C**.
 - iv. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.

6. 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 in Section 12 of **Exhibit C** and shall address the activities outlined in **Exhibit C**. Grant Recipient's Executive Director and Board President or Advisory Committee Chair if applicable, shall certify the authenticity of financial reports by signature. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement Grantor may terminate this Agreement in accordance with Section 5(ii)(a).
- b. Grant Recipient must establish and maintain an effective internal control structure, including without limitation policies, procedures, and processes to both prevent misuse of the Grant and detect any misuse should it occur. Grant Recipient will provide documentation of these policies, procedures, and process to Grantor at any time upon request. Resources to assist with the development of an internal control structure are available from the Oregon State Controller's Division (www.oregon.gov/das/cfo/sars/pages/internal_controls.aspx).
- c. Within ninety (90) days of the expiration or termination of this Agreement, Grant Recipient shall submit to Grantor a final financial report of revenues and expenses on forms provided by Grantor, and a fiscal oversight report defined as: (1) a completed government entity-wide financial report, such as the Annual Comprehensive Financial Report, is required for government entities; or (2) an audit by an independent CPA is required for nonprofits with annual revenues of \$1 million or more.
 - i. Grant Recipients with an annual revenue of at least \$500,000.00 but less than \$1 million are required to submit an audit or a review by an independent CPA.
 - ii. Grant Recipients with an annual revenue less than \$500,000.00 will not be required to submit an audit or review, but may elect to do so.

7. Program Compliance. In the event Grantor determines that the Grant Recipient is not in substantial compliance with the terms of this Agreement and Grantor's University Policy I.03.02 found at [CDRP Policy](#) ("Community Dispute Resolution Program Policy"), Grantor shall provide Grant Recipient with written notice specifying Grant Recipient's areas of non-compliance and Grant Recipient shall have thirty (30) days to bring its program into substantial compliance ("Cure Period"). In the event Grant Recipient is not compliance upon expiration of the Cure Period, Grantor may elect to terminate this Agreement in accordance with Section 5 in its sole discretion. Grantor's rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8. 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 the University of Oregon Policy-Community Dispute Resolution Program. Without limiting the generality of the foregoing, Grant Recipient expressly agrees to comply with the following as applicable: (i) Title VI and VII 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.

9. Insurance.

- a. Grant Recipient will secure, at Grant Recipient's expense, and keep that insurance in effect during the term of this Agreement, either comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance with a minimum combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate, covering bodily injury and property damage, and will include personal and advertising injury liability, products liability, professional negligence and contractual liability coverage for the indemnity provided under this Agreement. Grant Recipient's professional liability insurance will contain provisions for coverage of allegations of corporal punishment, sexual abuse, and molestation.
- b. Grant Recipient will secure, at Grant Recipient's expense, and keep that insurance in effect during the term of this Agreement, professional services liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Agreement.
- c. The parties acknowledge and agree that Grant Recipient is self-insured and that such self-insurance satisfies Grant Recipient's obligations under this Section 9.

10. Diverse Work Force. Grant Recipient will attempt to create a diverse work force and volunteer staff.

11. No Duplicate Payment. Grant Recipient shall not be compensated for work performed under this Agreement by any other department, instrumentality, agency, or entity of the State of Oregon, federal agency, private organization or individual.

12. 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, the Community Dispute Resolution Program Policy, or applicable laws ("Misexpended Funds") will be returned to Grantor promptly upon Grantor's written demand but in no case no later than fifteen (15) days after Grantor's written demand.

13. Access to Records. 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 five (5) 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.

14. 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 negligent acts or omissions of Grant Recipient or its officers, employees, subcontractors, or agents in its performance 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.

15. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties or notices to be given under this Agreement will be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Grant Recipient or Grantor at the address or number as set forth in this Agreement, or to such other addresses or numbers as either Party may indicate. Any communication or notice so addressed and mailed will be deemed received five days after mailing. Any communication or notice by personal delivery will be deemed given when actually delivered. Any communication or notice delivered by electronic mail will be deemed given when record of the transmission is generated by the transmitting computer. To be effective against Grantor, such electronic mail transmission must be confirmed by telephone notice to Grantor's supervising representative. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To Grant Recipient: Adam Freer
Clackamas County Resolution Services
2051 Kaen Road
Oregon City, Or 97045
AFreer@clackamas.us

To Grantor: Patrick Sponsler
University of Oregon
School of Law
Knight Law Center
1221 University of Oregon
Eugene, OR 97403-1221
sponsler@uoregon.edu

With a copy to: Contracts Manager
UO Purchasing and Contracting Services
1600 Millrace Suite 306
Eugene, Oregon 97403-3753
pcsadmin@uoregon.edu

16. Independent Contractor Status. Grant Recipient certifies that it is not an employee of the Grantor and neither Grant Recipient nor any of Grant Recipient's agents or employees are entitled to any of the benefits that Grantor provides for its employees. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.
17. 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.
18. Force Majeure. Neither Party will be held responsible for delay or default due to causes beyond their reasonable control. Such delays or defaults include, but are not limited to, fire, explosion, flood, pandemics, epidemics, quarantines, diseases, riot, acts of nature, terrorist acts, or other acts of political sabotage, or war, governmental legislation, acts, orders, or regulation, strikes or

labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Grant Recipient will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement. However, if a default or delay due to a force majeure event continues for more than ninety (90) days, then either Party shall have the right to terminate this Agreement upon written notice to the other Party.

19. 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.
20. 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.
21. 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.
22. Grant Recipient's Authorization. This Agreement, including all Exhibits requiring a signature, 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.
23. 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.
24. Governing Law. This Agreement shall be governed by the laws of the State of Oregon without giving effect to the conflict of law principles thereof.
25. Attachments. All attachments, addenda, schedules and exhibits which are referenced in this Agreement are incorporated in this Agreement.
26. 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.
27. 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.

SIGNATURES FOLLOW ON NEXT PAGE

GRANTOR	GRANT RECIPIENT
By:	By:
Name:	Name: Tootie Smith
Title:	Title: Board Chair
Date:	Date:

FEDERAL TAX I.D. #: 93-6002286

Exhibit A: Revenue Summary
For 2023-2025 Program Budget

Program Name: Clackamas County Resolution Services

A. Grant amount requested \$ 117,322

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

OTHER REVENUE BEYOND GRANTOR FUNDS				
	Source	Pending Funding	Secured Funding	Total Proposed Funding
1	State Operating Grants	\$1,277,994	\$	\$1,277,994
2	Local Government	\$8,000	\$	\$8,000
3	Other Shared Revenues	\$355,364	\$	\$355,364
4	Internal County Services	\$80,000	\$	\$80,000
5	Client Fees	\$230,000	\$	\$230,000
6	County General Fund Support – one year only	\$74,628	\$	\$74,628
10	Beginning Fund Balance	\$29,917	\$	\$29,917
SUBTOTAL OTHER REVENUE		\$2,055,903	\$	\$2,055,903

C. In-kind contributions: List source, amount, and calculations (for example, volunteer mediator hours and valuation rates). If applicable, attach documentation.

IN-KIND CONTRIBUTIONS (NON-CASH)				
	Source AND Valuation	Pending Funding	Secured Funding	Total Proposed Funding
1	Volunteer Mediator Hours (est.1,000 hrs @ \$37.48/hr.)	\$ 37,480	\$	\$ 37,480
2	H3S Admin Support (estimate)	\$ 67,065	\$	\$ 67,065
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$
6		\$	\$	\$
7		\$	\$	\$
8		\$	\$	\$
9		\$	\$	\$
10		\$	\$	\$
SUBTOTAL IN-KIND CONTRIBUTIONS		\$	\$	\$104,545

TOTAL 2023-2025 REVENUES (A + B + C): \$117,322 + \$2,055,903 + \$ 104,545 = \$2,277,770

Signature of Board President authenticating information contained on this page

Signature of Director authenticating information contained on this page

**Exhibit B: Expenditure Summary
For 2023-2025 Program Budget**

Program Name: Clackamas County Resolution Services

A. Personnel

Position Title	FTE	Salary/Year	Benefits/Year	Total/ Biennium	Grantor Funds Amount
CM Program Coordinator – Mediator 1	.75	69,557	37,755	214,624	25,000
Mediator 2 - CM	.88	88,992	67,502	312,988	25,000
Office Specialist 2	1.0	65,675	41,731	214,812	13,122
Other Unit Staff	3.5	317,483	234,760	1,104,486	
SUBTOTAL	6.13	541,707	381,748	1,846,910	63,122

B. Services and Supplies

Item	Biennium Expense	Grantor Funds Amount
Rent/space/allocated costs	239,108	
Rent/equipment (computers)	20,000	5,000
Office Supplies	4,000	1,000
Utilities (in allocated costs above)		
Telephone	20,000	5,000
Postage	800	200
Printing and Copying		
Training	26,000	7,500
Publicity		
Insurance (Liability and Workers Comp)	14,146	3,500
Books, Periodicals, Subscriptions		
Memberships and Dues	4,000	1,000
In-state travel (Quarterly RO meetings)	4,000	2,000
Out-of-state travel		
Other (Clio subscriptions/merchant fees)	6,000	4,000
Program expenses (materials and supplies)	18,806	5,000
Contractual Services (mediators, trainers, interpreters)	74,000	20,000
SUBTOTAL	425,808	54,200

C. Other

Item	Biennium Expense	Grantor Funds Amount
Capital Expenses		
In-kind expenditure (either expend specific line items in their respective rows above or as a total in this row. Not both)		
Other (Workers Comp Insurance)		
SUBTOTAL		

TOTAL 2023-25 BIENNIUM EXPENDITURES (A + B+ C): \$1,846,910 + 430,860 + 0 = 2,277,770

Signature of Director authenticating information contained on this page

EXHIBIT C

Statement of Work

Grant Recipient shall perform the following activities during the Grant period:

1. Provide community dispute resolution services for Clackamas 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 Clackamas 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 the matching funds requirement set out in the Community Dispute Resolution Program Policy. With approval from Grantor, Recipient may re-budget 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 Clackamas 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, email address, community affiliation).
- d. Inform Grantor of any changes in membership during the grant period, upon submission of grant reports.

12. Provide Grantor with the following reports:

- a. Progress reports, using Grantor's forms, according to the schedule set out in **Exhibit D**;
- b. Annual reports, using Grantor's forms, according to the schedule set out in **Exhibit D**; and
- c. A final summary of revenues and expenses within ninety (90) days of termination of the Agreement, along with a copy of the completed financial review, or audit as required in Section E7c of the approved 2023-2025 grant application.

13. Provide service to neighboring county residents in counties where:

- a. There is not a CDRC currently providing service; or
- b. The currently contracted CDRC does not have capacity or is unavailable to provide service to the resident.

14. Provide Resolution Apprenticeship Program that includes:

- a) A one-year Resolution Apprenticeship set at a wage that is equitable with the Grant Recipient's current pay scale to achieve the benchmarks specified in the approved CDRC Apprenticeship Site information Sheet, using \$25,000.00 of Grant.
- b) Apprenticeship coach role/supervisor, to support the Apprentice in achieving the benchmarks specified in the approved CDRC Apprenticeship Site information Sheet, using \$4,000.00 of Grant.
- c) In coordination with Apprentice, submit testimonials to Grantor about their Apprenticeship.

EXHIBIT D

Payment and Report Schedule

Report Schedule:

July 1, 2023 – December 31, 2023 Progress Report	Due: January 31, 2024
July 1, 2023 – June 30, 2024 Annual Report	Due: July 31, 2024
July 1, 2023 – December 31, 2024 Progress Report	Due: January 31, 2025
July 1, 2024 – June 30, 2025 Annual Report	Due: July 31, 2025
Final Summary of 2023-2025 Revenue and Expenses and a copy of the completed financial review, or audit.	Due no later than: Sept. 30, 2025

Reports and Payment Schedule:

First payment of **\$31,273.00** upon the signing of this Agreement and upon disbursement of appropriations from the State of Oregon, acting by and through the University of Oregon on behalf of the University School of Law, if the Grant Recipient is a new program and did not receive funding in the 2021-2023 grant cycle. If the Grant Recipient did receive funding in the 2021-2023 grant cycle, Grant Recipient must have been in substantial compliance with all terms and conditions of the 2021-2023 Grant Agreement before being eligible to receive funds for the 2023-2025 grant cycle, including submittal of the final 2021-2023 reports.

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 and Grantor, as well as the length of time necessary to review and approve reports.

Second payment of **\$29,000.00** upon submission of statement to hire an Apprentice on or about **October 25th 2023**.

Third payment of **\$31,273.00** upon submission and approval of the **January 31, 2024** progress report, on or about **March 17, 2024**.

Fourth payment of **\$32,549.00** upon submission and approval of the **July 31, 2024** annual report, on or about **September 15, 2024**.

Fifth payment of **\$32,549.00** upon submission and approval of the **January 31, 2025** progress report, on or about **March 16, 2025**.