

STATE OF OREGON GRANT AGREEMENT

Grant No. XXX

This Grant Agreement (this “Agreement”) is entered into by and between the State of Oregon, acting by and through its Apprenticeship and Training Division (“ATD”) of the Bureau of Labor and Industries (“Agency”) and XXXXXXXXXXXXXXXX (“Grantee”), each a Party and collectively the Parties.

Grantee agrees to accept these funds (the “Grant Funds”) and use them for apprenticeship development, expansion, and implementation (“Grant Activities”) as described in Exhibit A.

AGREEMENT

- EFFECTIVE DATE AND DURATION.** This Agreement shall become effective (“Effective Date”) when this Agreement has been fully executed by every Party and, when required, approved by the Department of Justice. Notwithstanding the Effective Date, Grantee’s performance of the Grant Activities may start on July 1, 2024, and unless extended or terminated earlier in accordance with its terms, the Agreement will expire on June 30, 2026 (“Expiration Date”). Agreement termination shall not extinguish or prejudice Agency’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

2. GRANT MANAGERS.

Grantee’s Grant Administrator is:

XXX
XXX
XXX
XXX
Phone: XXX
Email: XXX

Agency's Grant Administrator is:

Larry Williams
BOLI - Apprenticeship and Training Division 1800
SW 1st Ave., Ste 500
Portland, OR 97201
Phone: 503-724-0312
Email: Larry.williams@BOLI.or.gov

- REIMBURSEMENT AND INITIAL DISBURSEMENT.** The maximum not-to-exceed amount of Grant Funds payable to Grantee under this Agreement, which includes any Allowable Expenses (as defined below), is \$XXXXXX. Agency will not disburse Grant Funds to Grantee in excess of the not-to-exceed amount and will not disburse Grant Funds until this Agreement has been signed by all Parties and approved by the Oregon Department of Justice, if required. The State of Oregon’s payment obligations under this Agreement are conditioned upon Agency’s receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Grantee is not entitled to receive payment under this Agreement from any part of Oregon state government other than Agency. Nothing in this Agreement authorizes a violation of Article XI, section 7 of the Oregon Constitution or any other state or federal law limiting the activities, liabilities, or monetary obligations of Agency.

Agency will disburse \$XXX to Grantee for initial startup costs within 14 days of execution of this Agreement and Grantee's submission of a disbursement request. Agency reserves the right to disburse additional funds prior to June 30, 2027 upon Grantee's submission of a disbursement request.

All other Grant Funds will be disbursed to Grantee on an expense reimbursement or costs-incurred basis. Grantee must submit each disbursement request for the Grant Funds no more frequently than once per quarter, beginning April 2026, following the schedule below:

April 2026
July 2026
October 2026
January 2027
April 2027
June 2027

- 4. GRANT ACTIVITIES.** Grantee must use the Grant Funds for Allowable Expenses, as set forth in Exhibit A. (the "Program").
- 5. RECORDS MAINTENANCE AND ACCESS.** Grantee must maintain all records relating to this Agreement in accordance with applicable generally accepted accounting principles and in such a manner as to clearly document Grantee's performance for a minimum of six (6) years, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. Grantee shall permit Agency at any time to inspect the records and premises of Grantee for the purpose of verifying Grantee's compliance with the terms of this Agreement, including the use of Grant Funds. If Grantee is a non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards, Grantee must conduct a single or program-specific audit for that year in accordance with the requirements of 45 CFR Part 75 Subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- 6. GOVERNING LAW, CONSENT TO JURISDICTION.** This Agreement is governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "Claim") between Grantee and Agency or any other agency or department of the state of Oregon, or both, that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. If, however, a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.

7. DEFAULT.

- A. **Grantee.** Grantee shall be in default under this Agreement if: (1) Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (2) Grantee no longer holds a license or certificate that is required for Grantee to perform its obligations under the Agreement and Grantee has not obtained such license or certificate within 14 calendar days after Agency's notice or such longer period as Agency may specify in such notice; or (3) Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice, or such longer period as Agency may specify in such notice.
- B. **Agency.** Agency will be in default under this Agreement if Agency fails to perform its obligations under this Agreement and such failure to perform is not cured within 30 calendar days after Grantee's notice or such longer period as Grantee may specify in such notice. However, Agency will not be in default if Agency fails to disburse Grant Funds because, in Agency's sole discretion, there is insufficient expenditure authority for, or moneys available from the funding source for this Agreement.
- C. **Notice of Default.** Grantee shall give Agency prompt written notice of any default, or any circumstance that with notice or the lapse of time, or both, may become an event of default, as soon as Grantee becomes aware of its existence or reasonably believes an event of default is likely.

8. REMEDIES

- A. **Agency Remedies.** In the event Grantee is in default under Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - (1) termination of this Agreement;
 - (2) withholding all or part of monies not yet disbursed by Agency to Grantee as provided in Section 9 of this Agreement;
 - (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - (4) exercise of its right to demand return of disbursed funds including but not limited to funds identified in Section 26 of this Agreement;
 - (5) withholding amounts otherwise due to Grantee under this Agreement or any other agreements between the State of Oregon and Grantee for application to the payment of amounts due under this Agreement; or
 - (6) declaring Grantee ineligible for the receipt of future awards from Agency.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order

whatsoever. If a court determines that Grantee was not in default, then Grantee shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.

- B. Grantee Remedies.** If Agency is in default, Grantee's sole remedy will be, within the limits set forth in this Agreement, disbursement for Allowable Expenses incurred during the term of the Agreement, less any claims Agency has against Grantee.
- 9. WITHHOLDING FUNDS, RECOVERY.** Agency may withhold all undisbursed Grant Funds from Grantee, if Agency, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Grantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to Agency about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded Grant Funds. Grantee must return to Agency within 30 days of Agency's written demand, any Grant Funds paid to Grantee that exceed the amount to which Grantee is entitled or any Grant Funds determined by Agency to be spent for purposes other than Allowable Expenses.

10. TERMINATION.

- A. By Agency.** Agency may terminate this Agreement: (i) at Agency's discretion upon 30 days written notice, (ii) immediately upon written notice to Grantee, if Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient in Agency's sole discretion, to perform its obligations under this Agreement, (iii) if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited, (iv) if Grantee is in default, or (v) if Agency determines that, in its reasonable stewardship of public funds, immediate termination is appropriate because of conduct engaged in by Grantee, its officers, principals, or employees.
- B. By Grantee.** Grantee may terminate this Agreement if Agency is in default.
- C. Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the Parties or at such other time as the Parties may agree in the written consent.
- D. Return of Property.** Upon termination of this Agreement for any reason whatsoever, Grantee shall immediately deliver to Agency all of Agency's property that is in the possession or under the control of Grantee at that time. This Section survives the expiration or termination of this Agreement.
- E. Effect of Termination.** Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to Agency, Grantee shall immediately cease all activities under this Agreement unless, in a notice issued by Agency, Agency expressly directs otherwise.

11. AMENDMENTS; WAIVER; CONSENT. Agency may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both

parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

- 12. NOTICE.** Any notice to be given under this Agreement must be given in writing by email, personal delivery, or by mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, and is effective, as applicable: five (5) days after mailing, when actually personally delivered, or upon the sender's receipt of confirmation generated by Grantee's email system of receipt by Grantee's email system.
- 13. SURVIVAL.** Except for the rights and obligations in sections 3, 5, 6, 8, 11, 12, 14, 16, 19, 23, 24, 25, 27, and all other rights and obligations that by their nature or express terms survive termination of this Agreement of this agreement, all rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement.
- 14. SEVERABILITY.** The Parties agree if any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected.
- 15. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 16. INTENDED BENEFICIARIES.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 17. ASSIGNMENT.**
 - A.** Grantee shall not assign or transfer its interest in this Agreement without prior written consent of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by Agency. No approval by Agency of any assignment or transfer of interest shall be deemed to create any obligation of Agency in addition to those set forth in this Agreement.
 - B.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 18. MERGER.** This Agreement and any exhibits constitute 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.

19. DEBARRED OR SUSPENDED. Grantee may not participate in this Agreement in any capacity, or be a recipient of Grant Funds, if Grantee has debt subject to collection by Oregon Department of Revenue, is ineligible to receive public works contract (ORS 279C.860), has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs or activities.

20. COMPLIANCE WITH LAW. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Grantee and this Agreement. This Section shall survive expiration or termination of this Agreement.

21. GRANT FUNDS. Grantee is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Grantee understands and agrees that Agency's participation in this Agreement is contingent on Agency receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to participate in this Agreement.

22. SUBCONTRACTS. Grantee shall not enter into any subcontracts for any part of the program supported by this Agreement without Agency's prior written consent. In addition to any other provisions Agency may require, Grantee shall include in any permitted subcontract under this Agreement provisions to ensure that Agency will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Grantee with respect to Sections 5, 6, 14, 16, 17, 20, 22, 23, 28, and 30 of this Agreement. Agency's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

23. INDEMNITY. Grantee shall defend (subject to ORS chapter 180) save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of recipient or its officers, employees, subcontractors, or agents under this agreement.

This section shall survive expiration or termination of this agreement.

24. INDEMNIFICATION BY SUBCONTRACTORS. 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.

25. ALTERNATIVE DISPUTE RESOLUTION. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. 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. This Section shall survive expiration or termination of this Agreement.

26. RECOVERY OF MISEXPENDED AND UNEXPENDED FUNDS. Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended (“Unexpended Funds”) on the earlier of termination or expiration of this Agreement must be returned to Agency. Grantee shall return all Misexpended Funds to Agency promptly after Agency’s written demand and no later than 15 days after Agency’s written demand. Grantee shall return all Unexpended Funds to Agency within 14 days after the earlier of termination or expiration of this Agreement. Agency, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Grantee such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Grantee objects to the withholding or the amount proposed to be withheld, Grantee shall notify Agency that it wishes to engage in dispute resolution in accordance with Section 24 of this Agreement.

27. SUSPENSION. If, at any time, Agency concludes that it has, or projects that it will have, insufficient funds to disburse the full amount of Grant Funds or in the exercise of Agency’s reasonable administrative discretion it will be unable to continue funding the Agreement, then Agency may by written notice to Grantee (a “Suspension Notice”) temporarily cease funding for a period of up to 180 days from the date of the Suspension Notice (the “Suspension Period”). Upon receipt of the Suspension Notice, Grantee shall immediately cease all Project activities dependent upon Grant Funds or, if that is impossible, take all necessary steps to minimize the Project activities dependent upon Grant Funds. Within the Suspension Period, or within any extension of the Suspension Period to which the Parties agree:

- A. If Agency concludes that it will fund the full amount of the Grant Funds, Agency shall cancel the Suspension Notice by written notice to Grantee and Grantee shall resume Project activities pursuant to the Agreement; or
- B. If, in the reasonable exercise of its administrative discretion, Agency concludes that it will not fund the full amount of the Grant Funds, Agency shall either:
 - (1) Amend the Agreement, in consultation with Grantee, to revise the amount of Grant Funds or scope of Project activities to reflect the reduced Grant Funds available; or
 - (2) Terminate the Agreement by written notice to Grantee.

28. INDEPENDENT PARTIES; CONFLICT OF INTEREST.

- A. Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- B. If Grantee is currently performing work for the State of Oregon or the federal government, Grantee by signature to this Agreement, represents and warrants that Grantee’s participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency

for which Grantee currently performs work would prohibit Grantee's participation under this Agreement. If disbursement under this Agreement is to be charged against federal funds, Grantee certifies that it is not currently employed by the federal government

29. DISCLOSURE OF COMPLAINTS. Grantee shall conduct a reasonable investigation and shall disclose and provide an explanation of all BOLI and Oregon Occupational Safety and Health Division complaints filed against Grantee and any entities it intends to partner with to provide training under this Agreement within the last 5 years and throughout the term of this Agreement.

30. INSURANCE. Grantee shall maintain insurance as set forth in Exhibit B, attached hereto.

31. HEADINGS. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

32. PUBLIC RECORDS. All information and records submitted to Agency are subject the Public Records Law, ORS 192.311 to 192.478, and may be subject to disclosure. If Grantee believes that any information or records it submits to Agency may be a trade secret under ORS 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, Grantee must identify such information with particularity and include the following statement:

"This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192.[insert], and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478."

If Grantee fails to identify with particularity the portions of such information that Grantee believes are exempt from disclosure, Grantee is deemed to waive any future claim of non-disclosure of that information.

33. GRANT DOCUMENTS. This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement (less all exhibits)
- Exhibit A (Program)
- Exhibit B (Insurance)

34. REPRESENTATIONS AND WARRANTIES.

Grantee certifies, represents, and warrants to Agency as follows:

A. Organization and Authority.

- (1) Grantee is a XXXX validly organized and existing under the laws of the State of Oregon.
- (2) Grantee has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
- (3) This Agreement has been authorized by an ordinance, order or resolution of Grantee's governing body if required by its organizational documents or applicable law.
- (4) This Agreement has been duly executed by Grantee, and when executed by Agency, is

legal, valid and binding, and enforceable in accordance with their terms.

- B. Compliance with Existing Agreements and Applicable Law.** The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of any agreement or instrument to which Grantee is a party or by which the Program or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Program or its properties or operations.
- C. Full Disclosure.** Grantee has disclosed in writing to Agency all facts that materially adversely affect the Agreement, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including any exhibit, is true and accurate in all respects.
- D. Pending Litigation.** Grantee has disclosed in writing to Agency all proceedings pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, including BOLI, that, if adversely determined, would materially adversely affect this Agreement or the ability of Grantee to perform all obligations required by this Agreement.
- E. Governmental Consent.** Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and the undertaking and completion of the Program.
- F. Compliance with Tax Laws.** Grantee (to the best of Grantee's knowledge, after due inquiry), for a period of no fewer than six (6) calendar years preceding the Effective Date and during the duration of this Agreement, faithfully has complied with:
 - (1) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - (2) Any tax provisions imposed by a political subdivision of the State of Oregon 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;
 - (3) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Grantee, or to goods, services, or property, whether tangible or intangible, provided by Grantee; and
 - (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Grantee has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon.

- G. Applicable License & Registration Requirements.** Grantee and its training agents have all applicable licenses and registrations and remain in good standing with the State of Oregon

and its agencies.

Grantee covenants as follows:

Notice of Adverse Change. Grantee shall promptly notify Agency of any adverse change in the activities, prospects, or condition (financial or otherwise) of Grantee related to the ability of Grantee to perform all obligations required by this Agreement.

Grantee certifies, represents, and warrants to Agency, to the best of Grantee's knowledge, after due inquiry, that all of its Joint Apprenticeship Training Committee(s) ("JATC"), related training agents, partners, and board members (collectively "Partners") who are responsible for work related to this Agreement:

- A.** have disclosed in writing to Grantee and Agency all proceedings pending (or to the knowledge of Grantee, threatened) against or affecting the Partner(s), in any court or before any governmental authority or arbitration board or tribunal, including BOLI, that, if adversely determined, would materially adversely affect this Agreement; and
- B.** Have for a period of no fewer than six (6) calendar years preceding the Effective Date and during the duration of this Agreement, faithfully has complied with:
 - (1) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - (2) Any tax provisions imposed by a political subdivision of the State of Oregon 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;
 - (3) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Grantee, or to goods, services, or property, whether tangible or intangible, provided by Grantee; and
 - (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

The Parties agree that by the exchange of this Agreement electronically, each has agreed to the use of electronic means. By inserting an electronic signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Agreement, and that their electronic signature should be given full force and effect to create a valid and legally binding Agreement.

Signature Page Follows

STATE OF OREGON acting by and through its Bureau of Labor and Industries

SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.

Authorized Signature:

By (print name):

Title:

Date:

SIGNATURE OF GRANTEE.

Authorized Signature:

By (print name):

Title:

Date:

**APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047 AND
OAR 137-045-0015.**

by XXXXX, via email dated XXXXX.

EXHIBIT A: THE PROGRAM

BACKGROUND

XXXXXX.

SPECIAL REQUIREMENTS

Grantee must:

1. Immediately notify Agency in writing of any change to address, its capacity to timely and satisfactorily complete the program, or of changes to any other information submitted in Grantee's Grant Application.
2. Only use Grant Funds to supplement and not supplant other public funds to provide pre-apprenticeship or registered apprenticeship services.
3. Not use Grant Funds to pay for expenses that have been or will be reimbursed by public funds from any other source.
4. Coordinate and attend quarterly Collective Impact meetings specific to grant and attended by ATD to promote shared goals, measure, and monitor progress toward collective goals, and to align efforts across systems.

Agency reserves the right to revoke or amend this Agreement or take other necessary actions in response to Grantee's failure to comply with the above.

FIREFIGHTER APPRENTICESHIP TRAINING PROGRAM

Under this Agreement, Grantee must:

1. XXXXX
2. XXXXX
3. XXXXX

BUDGET

Category	Cost*
Total Award	

*Grant Funds up to 10% of the total grant award may be transferred between line items with prior written approval from Agency without the need for a formal contract amendment. Budget amendments over 10% of the total grant award require a formal contract amendment.

ALLOWABLE EXPENSES

Grant Funds may only be used for costs related to the activities described in this Exhibit A, if the costs were incurred on or after July 1, 2024, and before the Agreement's Expiration Date ("Allowable Expenses").

PROHIBITED EXPENSES

Grant Funds may not be used for the purchase of land, construction of new facilities, or major renovations to any building or facility.

REPORTING REQUIREMENTS

Grantee must submit quarterly Expenditure and Activity Reports to Agency. Grantee must submit the Reports using templates provided by Agency on the tenth day of every quarter throughout the duration of the Agreement.

If a report is not complete or not received by the required date, the report will be considered late and may result in the delay or withholding of future payments.

Expenditure Reports for Allowable Expenses are required to document how the payments Grantee received were used. Activity Reports must provide a summary of the Grant Activities to date. The Expenditure and Activity Reports must be entered into the online BOLI Grant Portal.

Each Report must be complete and satisfactory to Agency. Grantee must provide any additional information and supporting documents related to the reports upon request from Agency.

Agency will review the required reports and any requested supporting documentation. Agency approval of those reports will be the method for verifying Grant Activities and proper expenditures under this Agreement.

Grantee must submit a final expenditure and activity report within thirty (30) days of the termination or expiration of this Agreement, whichever is earlier on an Agency provided template.

The final expenditure and activity report must include:

1. An assessment of the impact of proposal on the workforce sectors identified in Grantee's application;
2. An assessment of the impact of the proposal in serving the populations identified in Grantee's application; and
3. Summary of the work performed, and the accomplishments associated with this work.

The receipt of multiple late or incomplete reports may result in termination of this Agreement.

EXHIBIT B: INSURANCE

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee expense the insurance specified in this Exhibit B prior to performing under this Contract. Grantee 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 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 shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Grantee 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.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, 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 shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Grantee is an employer subject to any other state's workers' compensation law, Contractor 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 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 shall provide Commercial General Liability Insurance covering bodily injury and property damage, including but not limited to the trailer and equipment to be purchased under the terms of this Agreement, 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 \$2,000,000 per occurrence and not less than \$4,000,000 annual aggregate limit.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Grantee shall provide Automobile Liability Insurance covering Grantee business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000 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 Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required **Not required**

Grantee shall provide Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by Grantee and Grantee subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim and not less than \$3,000,000 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Grantee shall provide Continuous Claims Made coverage as stated below.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Grantee or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Grantee that arise from the Goods delivered or Services (including transportation risk) performed by Grantee under this Contract is also acceptable.

POLLUTION LIABILITY:

Required **Not required**

Grantee/Recipient shall provide Pollution Liability Insurance covering Grantee/Recipient's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Grantee/Recipient, all arising out of the goods delivered or Services (including transportation risk) performed under this Grant Agreement is required with a combined single limit per occurrence not less than \$2,000,000 and not less than \$4,000,000 annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Grantee/Recipient's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Grantee/Recipient that arise from the goods delivered or Services (including transportation risk) performed by Grantee/Recipient under this Grant Agreement is also acceptable.

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 activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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’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 shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a waiver of subrogation endorsement from Grantee or Grantee’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 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’s completion and Agency’s acceptance of all Services required under the Contract, or
- ii. Agency or Grantee termination of this Contract, or
- iii. The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee 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 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 affecting 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:

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

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee 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 Exhibit B.

CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND

Required Not required

Grantee shall provide Employee Dishonesty or Fidelity Bond coverages for dishonest acts of an employee of Grantee. Coverage limits shall not be less than \$1,000,000

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required Not required

Grantee shall provide Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom Grantee is responsible including but not limited to Grantee and Grantee employees and volunteers. Policy endorsement's definition of an insured shall include Grantee, and Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.