

GRANT AGREEMENT

THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Lutheran Community Services Northwest**, an Oregon nonprofit corporation, located at 605 SE Cesar E. Chavez Boulevard, Portland, Oregon 97214, ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

1. County has received and reviewed Recipient's request for additional funds to support the West Valley phase of the Relief Nursery and behavioral health center and County tentatively approved Recipients request during budget committee meetings on April 29, 2019.
2. The County has set certain conditions for receipt of these funds and the inability of Recipient to meet these conditions could result in a loss of funding. The receipt and use of these funds under this Agreement by Recipient is subject to conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. TERMS OF AGREEMENT

1. County and Recipient agree that Recipient shall use approved funds for the West Valley phase of the County wide decentralization plan and to support facility and startup costs for the Relief Nursery and behavioral health center to be located in the West Valley of Yamhill County, referred to herein as the "Project".
2. The total amount of Project funds awarded to Recipient is \$150,000 ("Grant Funds"). County will not provide any Grant funds prior to the effective date of this Agreement, unless previously approved by the County.
3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County or County may offset Grant Funds against future financial payments to Recipient. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County. Project related expenditures incurred by Recipient prior to the effective date of this agreement must be preapproved by County staff and included as part of this Agreement.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire upon completion of the Project.

II. RECIPIENT OBLIGATIONS

1. Recipient shall perform Project work as described herein and comply with all County requirements.
2. Recipient shall submit to County for review and approval a final report and accounting of how the Grant Funds were spent, the progress of the Project and an update on new programs no later than September 15, 2020. The final accounting and report will consist of a report outlining milestones achieved and a full expenditure report.
3. Any changes to Project scope or schedule must be approved by the County in a written amendment to this Agreement signed by both parties. Recipient shall not proceed with any changes to Project prior to the Amendment being approved and executed by County. An Amendment may be rejected by County in its reasonable discretion.
4. Recipient must, upon County's request, provide any documents or information identified or referenced in documents provided by Recipient to County prior to the execution of the Agreement. These may include, but are not limited to, information pertaining to Project milestones, schedule, budget and cash flow, feasibility, contracts, likelihood of completion within planned time frame, and other items related to completion of promised Project elements.
5. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Recipient 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.
6. Recipient shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any

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nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement. If Recipient is a local public agency, then Recipient's total liability shall not exceed the tort claims limits providing in the Oregon Tort Claims Act, ORS 30.260 and 30.300 for "local public bodies."

7. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to Project and this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after execution of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. Recipient shall work as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
9. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its Contractors complies with these requirements.
10. Recipient and County shall, upon completion of the Project, perform a review. County may conduct periodic inspections following the execution of this Agreement to verify Project completion that the Project continues to serve the purpose for which Grant Funds were provided. This paragraph shall survive any expiration of this Agreement.
11. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members, or representatives, and to legally bind Recipient and shall provide County proof of such authority upon request.
12. Recipient's Project Manager is Jordan Robinson, 435 NE Evans Street, Suite A, McMinnville, OR 97128; telephone: (503) 472-4020; email: jordanrobinson@LCSNW.org or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.

III. COUNTY OBLIGATIONS

1. The Agreement is effective and funds may be disbursed upon execution of this Agreement and the availability of funds as determined by County in its sole discretion.
2. Disbursement of Grant Funds by County is contingent upon County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to make payments under this Agreement.
3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with County requirements and terms of this Agreement or documents provided by Recipient to County prior to the execution of the Agreement.
4. County may impose sanctions against Recipient for failing to comply with the requirements governing the Grant Funds. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply with requirements. County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies. The following circumstances may warrant sanctions:
 - a. Work on the Project has not been substantially initiated within six (6) months of the effective date of this Agreement or if continuous progress on Project has not been maintained for six (6) months;
 - b. Other County or statutory requirements have not been met;
 - c. There is a significant deviation from the terms and conditions of this Agreement or representations of Recipient and documents provided to County prior to the execution of the Agreement;
 - d. Significant corrective actions have been found to be necessary to protect the integrity of the funds for the approved Project, and those corrective actions are not, or will not, be made within a reasonable time;
 - e. Key milestones are delayed by more than ninety (90) days; or
 - f. Failure to submit reports as required in this Agreement.
5. One or more of the following sanctions may be imposed if the circumstances listed above are not remedied within the time specified in the notice to cure:
 - a. Revocation of this grant award;
 - b. Withholding of unexpended funds, if any;
 - c. The return of unexpended funds or repayment of expended funds;

- d. The barring of Recipient from applying for future assistance; or
 - e. Other remedies that may be incorporated into this Agreement.
6. The remedies set forth in this Agreement are cumulative, are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
 7. County's representative is Silas Halloran-Steiner, 627 NE Evans, McMinnville, OR 97128, 503-434-7523, halloras@co.yamhill.or.us or assigned designee upon individual's absence.

IV. GENERAL PROVISIONS

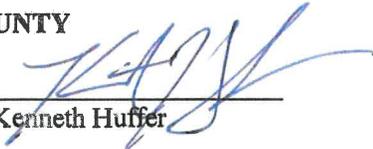
1. This Agreement may be terminated effective upon delivery of written notice to Recipient, or at such later date as may be established by County under any of the following conditions:
 - a. If Recipient fails to perform any of the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as County may authorize, after receipt of written notice from County, fails to correct such failures.
 - b. The Legislature fails to approve, reduces, eliminates or otherwise interferes with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable County in its reasonable discretion, to continue making payments under this Agreement.
 - c. County or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, or interpreted in such a way that the activities described herein are no longer allowable or no longer eligible for funding proposed by this Agreement.
2. County may impose one (1) or more of the sanctions described in this Agreement without prior notice and without opportunity to cure, in the event County determines:
 - a. Statements, information, or representations in documents provided by Recipient to County prior to the execution of the Agreement, for Project were false, misleading, fraudulent or misrepresentations; or
 - b. There has been a change in circumstances so that information and documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant or loan, or representations concerning considerations in the selection of Project are no longer true or accurate.
3. Recipient may terminate this Agreement effective upon delivery of written notice to County under any of the following conditions:
 - a. County fails to make payments due under this Agreement, or
 - b. County fails to perform the provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and within ten (10) days or such longer period as Recipient may authorize, after receipt of written notice from Recipient, fails to correct such failure.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. County and Recipient are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
6. County and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County. 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. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.
8. Except as may be provided elsewhere herein, in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible

for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action

- 9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 10. This Agreement, Project application and documents provided by Recipient to County prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict, the body of this Agreement will control over Project documents provided by Recipient to County There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, 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 Part of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions and that the persons executing this Agreement have been duly authorized to do so.

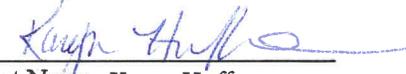
COUNTY

By: 
Kenneth Huffer

Title: County Administrator

Date: 6/27/19

RECIPIENT

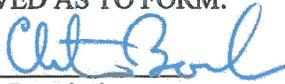
By: 
Print Name: Karyn Huffman

Title: Chief Financial Officer

Date: July 2, 2019

Tax ID # 93-0386860

APPROVED AS TO FORM:


Christian Boenisch
County Counsel

Accepted by Yamhill County
Board of Commissioners on
6/27/19 by Board Dr
19-225