

YAMHILL COUNTY
TDJC, LLC

GRANT AGREEMENT

THIS GRANT AGREEMENT, ("Agreement") is made and entered into by and between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department ("County") and TDJC LLC, an Oregon Limited Liability Company, located at 15110 Blacktail Court, McMinnville, OR 97128 and 23600 SE Franquette Drive, Amity, OR 97101 ("Recipient"). Each party may hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

1. Pursuant to funding available under Supporting Health for All through Reinvestment (SHARE) funds and as allocated to County by the Yamhill County Care Organization, Inc. dba Yamhill Community Care (hereinafter "Yamhill CCO"), the County is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.
2. Yamhill CCO provides funds to state, local and tribal governments through the Share Initiative to be used in alignment with community priorities in the community health improvement plan for this housing-related project which addresses the Social Determinants of Health domains, as specified in OAR 410-141-3735 (3) (b); Neighborhood and Built Environment, Social and Community Health and Economic Stability. This Agreement governs the disbursement of Grant Funds (as defined below) from the SHARE Fund to Recipient.
3. County has received and reviewed Recipient's request for Grant Funds and County hereby approves Recipient's request.
4. The County has conditions for receipt of Grant Funds and the inability of Recipient to meet these conditions may result in loss of funding. The receipt and use of funding 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 Grant Funds to:

Complete construction of a 66-unit facility for provision of housing and behavioral health services as detailed in the Lease Agreement between Yamhill County and TDJC, LLC, recorded in Yamhill County records as Board Order 19-324 and the Letter of Agreement between Yamhill Community Care Organization and Yamhill County for the SHARE initiative funding, recorded in Yamhill County records as Board Order 22-382, referred to herein as the "Project", a more detailed description of which is attached hereto as Exhibit A and incorporated herein by this reference.

2. The total amount of funding awarded to Recipient is **\$163,992** ("Grant Funds"). Eligible costs for this Project include increased build costs including but not limited to increased costs of materials and delays due to restrictions/closures resulting from the Covid-19 pandemic.

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3. If Recipient does not complete the Project in accordance with this Agreement Recipient shall pay back all of the Grant Funds to County. Any Grant Funds disbursed to Recipient but not used for the approved Project must be returned to County.
4. The term of this Agreement is effective on the date all required signatures are obtained and shall expire 12 months from that date.

II. RECIPIENT OBLIGATIONS

1. Recipient shall perform Project work described in **Exhibit A**, which is attached hereto and incorporated herein by this reference, and comply with all requirements as provided herein.
2. Any changes to Project scope as detailed in **Exhibit A** or schedule must be approved by the County and memorialized 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.
3. Recipient must produce or provide, upon County's request, any documents or information identified or referenced in the Project materials or in other documents provided by Recipient to County prior to the execution of the Agreement.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Agreement, including, without limitation, the provisions detailed in **Exhibit A** and all 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. Recipient is responsible for all federal and state tax laws applicable to this Agreement or compensation or payments paid with the Grant Funds. In the event Recipient is obligated to abide by prevailing wage rates imposed by state law, the Recipient shall comply with 279C.800 to 279C.875. In the event the Recipient is obligated to abide by prevailing wage requirements imposed by federal law, the Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq).
5. Recipient shall indemnify, defend, save, and hold harmless County, its officers and employees from any and all claims, suits, or action of any nature arising out of activities of Recipient, its consultants, its contractors, its officers, subcontractors, agents, or employees under this Agreement.
6. Additionally, Recipient must defend, save, hold harmless and indemnify the YCCO and the State of Oregon 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, subgrantees, contractors, subcontractors, or agents under this Agreement (each of the foregoing individually or collectively a "Claim" for purposes of this subsection).
7. Recipient may have control of the defense and settlement of any Claim subject to this Section but neither Recipient or any attorney engaged by Recipient may defend the Claim on the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon.
8. Nor may recipient settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its own election and expense, assume its own

defense and settlement in the event the State of Oregon determines Recipient is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

9. Recipient may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
10. Recipient acknowledges and agrees that County and its duly authorized representatives shall have access to the books, documents, papers, and records of Recipient pertinent to this Agreement for a period of six (6) years after execution of this Agreement and Recipient shall maintain all records in accordance with Section IV. 14. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
11. 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.
12. 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.
13. Recipient certifies and represents that (i) 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, and (ii) it was not designated to receive a grant for distribution of SHARE funding directly from the Yamhill CCO to support the Project, and (iii) there is no proceeding pending or threatened against Recipient before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Recipient to carry out the Project.
14. Recipient's Project Manager is **Troy Haworth, 13500 SW Hwy 99W, 15110 Blacktail Court (503) 550-3272; troy@haworthinc.net** or assigned designee upon individual's absence. Recipient shall notify County in writing when any contact information changes during the term of this Agreement.
15. Recipient must obtain and maintain insurance in types and amounts customarily carried by Recipient's industry and appropriate for the Project. Additionally, as the Project includes the construction, remodel or repair of real property or improvements to real property, Recipient must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

III. COUNTY OBLIGATIONS

1. This Agreement is contingent upon County having Grant Funds sufficient to fund the Project. The Agreement is effective, and Grant Funds may be disbursed upon execution of this Agreement and the availability of Grant Funds as determined by County in its sole discretion.
2. The disbursement of Grant Funds by County is contingent upon (i) County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable discretion, to disburse Grant Funds under this Agreement, (ii) Recipient is not in default under this Agreement, and (iii) Recipient's representations and warranties set forth herein are true and correct on the date of

disbursement with the same effect as though made on the date of disbursement.

3. County shall monitor Project for compliance and notify Recipient in writing if it appears Recipient is failing to comply with terms of this Agreement or Recipient's materials 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 terms of this Agreement. Before imposing sanctions, County will send a notice to cure to Recipient if Recipient fails to comply and County will allow fifteen (15) days from the date the notice to cure is sent for Recipient to respond and correct noted deficiencies.
5. One or more of the following sanctions may be imposed if noted deficiencies are not remedied within the time specified in the notice to cure: (i) revocation of this grant award, (ii) withholding of unexpended Grant Funds, if any, (iii) return of unexpended Grant Funds or repayment of expended Grant Funds, (iv) the barring of Recipient from applying for future assistance, or (v) other remedies that may be incorporated into this Agreement.
6. County may withhold from disbursement of Grant Funds due to Recipient, or Recipient must return to County within 30 days of County's written demand any Grant Funds (i) paid to Recipient that exceed the amount to which Recipient is entitled, (ii) received by Recipient that remain unexpended or contractually committed for payment of the Project at the end of the Project period, (iii) determined by County, YCCO or State of Oregon to be spent for purposes other than allowable Project activities; or (iv) requested by recipient as payment for deficient activities or materials.
7. 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.
8. County's program manager is Jason Henness, McMinnville, OR 97128, 503-434-7523, hennessj@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. 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 in **Exhibit A** 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 Recipient's materials or documents provided by Recipient to County prior to the execution of the Agreement, were false, misleading, fraudulent or misrepresentations; or
 - b. There has been a change in circumstances so that information provided in Recipient's materials or documents provided by Recipient to County prior to the execution of the Agreement, and relied upon in making the grant, or representations concerning Recipient's materials or documents or the 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. The State of Oregon is hereby expressly identified as an intended beneficiary under Section II.5 of this Agreement.
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. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
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 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 **Exhibit A** or other 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.

11. All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations under Sections II.5., IV.2., IV.6., IV.7., IV.8, IV.11, IV.12 and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to either party under this Agreement prior to termination.
12. Except as provided elsewhere herein, neither party will be liable for incidental, consequential or other direct damages arising out of or related to this Agreement, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages or any sort arising solely from the termination of this Agreement in accordance with its terms.
13. Recipient may not assign or transfer its interest in this Agreement without the prior written consent of County and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. County's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
14. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient must maintain any other records, whether in paper or other form, pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records and other records, whether in paper, electronic or other forms, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees County, YCCO and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
15. Time is of the essence in Recipient's performance of the Project activities under this Agreement.

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

RECIPIENT TDJC, LLC, acting by and through
Troy and Dana Haworth AND John and
Catherine Eshleman

By 
Ken Huffer, County Administrator

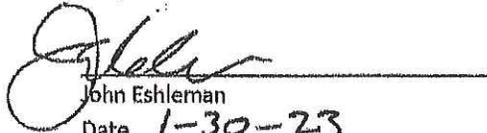
Date 2/10/2023

By 
Troy Haworth

Date 1/30/23



Dana Haworth
Date 1/30/2023


John Eshleman
Date 1-30-23


Catherine Eshleman
Date 1-30-23

Tax ID: 81-3491172

APPROVED AS TO FORM:



Christian Boenisch
County Counsel

Accepted by Yamhill County
Board of Commissioners on
2.9.23 by Board Order
B.O. 23-51

EXHIBIT A

1. Recipient shall use the Grant Funds for the purposes identified in its request and subject to the eligibility requirements of the Share Initiative to be used in alignment with community priorities in the community health improvement plan for this housing-related project which addresses the Social Determinants of Health domains, as specified in OAR 410-141-3735 (3) (b); Neighborhood and Built Environment, Social and Community Health and Economic Stability.
2. Recipient represents and warrants that the Grant Funds will be used to cover costs that are qualified expenditures incurred under the Share Initiative and this Agreement to be used in alignment with community priorities in the community health improvement plan for this housing-related project which addresses the Social Determinants of Health domains, as specified in OAR 410-141-3735 (3) (b); Neighborhood and Built Environment, Social and Community Health and Economic Stability.
3. Recipient may not use Grant Funds to cover costs scheduled to be paid for from another source.
4. Recipient represents and warrants that all expenditures of the Grant Funds will comply with the SHARE Initiative funding requirements as cited in this Agreement.
5. The Recipient shall promptly notify County of any adverse change in the activities, prospects, or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations under this Agreement.
6. This Agreement and the Grant Funds are state financial assistance. Recipient, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the State of Oregon.
7. Recipient will provide all necessary financial information and records to comply with the Letter of Agreement between Yamhill Community Care Organization and Yamhill County for the SHARE initiative funding, recorded in Yamhill County records as Board Order 21-473, reporting requirements.
8. The use of all Grant Funds paid under this Agreement are subject to all applicable state and federal regulations.
9. Recipient must ensure that any further distribution or payment of the Grant Funds paid under this Agreement by means of any contract, subgrant or other agreement between Recipient and another party for the performance of any of the activities of this Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Agreement.

"Exhibit"
A