

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement (the “Agreement”) is entered into by and between Camp Fire Columbia (“Camp Fire”), an Oregon nonprofit public benefit corporation, and Yamhill County, a political subdivision of the State of Oregon (“County”), hereinafter collectively referred to as “the Parties” and each “a Party.” The Agreement is effective as of the date both parties have signed this Agreement (“Effective Date”).

RECITALS

- A. Whereas, Camp Fire provides summer camp services to community youth;
- B. Whereas, on June 21, 2024, the Parties entered into a Summer Enrichment Grant Agreement (“Grant Agreement”) whereby the County agreed to provide funding pursuant to the Social Security Act and the American Rescue Plan Act in the amount of \$291,443.89 (“Funds”) to Camp Fire in exchange for Camp Fire providing summer enrichment programming for up to 60 community youth per week ages 5-12 years at Memorial Elementary School during specified weeks in 2024 and an agreed upon location in 2025 (“Services”);
- C. Whereas, the Grant Agreement envisioned that Camp Fire would earn \$50,000 in revenue in each of 2024 and 2025 to apply to the overall cost of Services by charging families not eligible for free or discounted Services weekly or daily sums for Services;
- D. Whereas, the Grant Agreement included a budget that envisioned that \$138,990.43 of the Funds would be allotted to cover the remaining estimated costs of 2024 Services and \$152,453.46 of the Funds would be allotted to cover the remaining estimated costs of 2025 Services;
- E. Whereas, the actual cost of 2024 Services was much higher than projected, as Camp Fire provided Services to an average of 78 youth per week, which required more staff, and was unable to collect fees from eligible families because school officials had represented to families that 2024 Services would be free for all youth;
- F. Whereas, Camp Fire applied \$50,000 of Funds allotted for 2025 Services to cover the costs of 2024 Services and has notified the County that it is not in a position to provide 2025 Services;
- G. Whereas, a dispute between the Parties arose regarding whether the application of Funds allocated for 2025 Services could be applied to 2024 Services under the Grant Agreement;
- H. Whereas, wishing to avoid the expense and inconvenience of litigation, and without admission of liability or fault, the Parties desire to fully and completely resolve any and all claims or potential claims related to the Funds and the Grant Agreement and mutually release each other from all claims, known or unknown, as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above, which are incorporated herein by reference and are made a part of this Agreement, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Return of Remaining Funds.** Within 14 days of the Effective Date, Camp Fire will return \$102,453.46 to the County, which represents the remaining Funds.

2. **Releases of Claims.** Effective upon the Effective Date, in exchange for the mutual promises and payment described in this Agreement, the County, on behalf of itself and its departments, commissioners, directors, employees, agents, and legal representatives, hereby unconditionally, irrevocably and absolutely releases and discharges Camp Fire and its directors, managers, employees, agents, insurers, and other representatives, from any and all claims, suits, liens, debts, obligations, promises, agreements, costs, expenses, fees, causes of action, losses or damages of any nature whatsoever, at law, in equity, under any legal theory, whether known or unknown, foreseen and unforeseen arising in any way from the Grant Agreement. This release specifically includes any claim related to the application of Funds or 2025 Services.

Additionally, Camp Fire, on behalf of itself and its directors, managers, employees, agents, insurers, legal counsel, and other representatives, hereby unconditionally, irrevocably and absolutely release and discharge the County and its departments, commissioners, directors, employees, agents, insurers, legal representatives and other representatives from any and all claims, suits, liens, debts, obligations, promises, agreements, costs, expenses, fees, causes of action, losses or damages of any nature whatsoever, at law, in equity, under any legal theory, whether known or unknown, foreseen and unforeseen arising in any way from the Grant Agreement.

For avoidance of doubt, such claims for breach of this Agreement brought by either party are specifically excluded from this mutual release.

3. **Covenant Not to Sue.** The Parties hereby agree not to file, pursue, participate in, encourage, or cooperate with any suit, complaint, arbitration, or other form of action relating in any way whatsoever to any matters settled and released herein, except a lawsuit to enforce the terms of this Agreement.

4. **Attorneys' Fees.** Each Party bears the cost of its own legal costs, fees and expenses in connection with the preparation of this Agreement. If a suit or action is filed by any Party to enforce the provisions of this Agreement, each party shall be responsible for the party's own legal fees, costs, expenses and disbursements at all times including appeals. .

5. **Sufficiency of Consideration.** The Parties expressly agree that exchange of consideration provided herein (including the release of claims and return of funds) is sufficient to support each of the obligations contained herein.

6. **Finality of Agreement.** The Parties expressly assume the risk of any mistake of fact as well as a risk of facts proven to be other than or different from the facts now known to exist by any of the Parties to this Agreement or believed by them to exist. It is the express intent of the Parties to settle and resolve the controversy, finally and forever, without regard to who may or may not be correct in any understanding of the facts or law relating hereto. Neither Party has assigned any claim being released herein to any other person.

7. **No Oral Modification.** No change or termination of any provision of this Agreement shall be binding unless in writing signed by the Party against whom enforcement of any waiver, change, modification, or discharge is sought. No representations have been made to induce any Party to enter into this Agreement except for those representations expressly stated herein. No provision of this Agreement may be waived, except by a writing signed by the Party charged with such waiver and such waiver shall be limited to the terms of such writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof, nor shall any such waiver by any party be deemed to be a continuing waiver. No delay or omission by any Party in exercising any right hereunder, at law, or in equity, or otherwise, shall impair any such right, or be construed as a waiver thereof, or any acquiescence therein, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or the exercise of any other right.

8. **Applicable Laws.** This Agreement shall be construed and interpreted pursuant to the laws of the State of Oregon, without regard to choice of laws statutes or rules.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic counterparts (including DocuSign, Adobe, or scanned pdf signatures), and all so executed shall constitute one agreement, binding on all Parties hereto, even though all Parties are not signatories to the original or the same counterpart. Any counterpart of this Agreement, which has attached to it separate signature pages, which altogether contain the signatures of all Parties is for all purposes deemed a fully executed instrument.

10. **Complete Agreement.** This Agreement is fully integrated. It constitutes the entire agreement of the Parties on these subjects. This Agreement supersedes and replaces all prior agreements, discussions, and representations on these subjects, all of which are merged into, and superseded by, this Agreement.

11. **Authority to Settle.** The Parties represent and warrant that they have full right, power and authority to enter into this Agreement and have taken all steps to obtain any required approvals in relation to the same, that they own or have the right to release each and all of the released claims that they purport to release, and that they have not transferred any interest in any released claims to any third party. Each person signing this Agreement on behalf of any entity

represents and warrants he/she/they has authority to sign for such entity and has authority to bind such entity to the terms and obligations of this Agreement.

12. **Severability.** If any provision of this Agreement, or compliance by any Party with any provision of this Agreement, constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, will be deemed modified to the extent necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of law, unenforceable or void, will be deemed severable from the remaining provisions of this Agreement, which provisions will remain binding on all Parties.

13. **No Admission of Liability.** This Agreement does not constitute and shall not be construed as an admission of liability or responsibility on the part of Camp Fire or the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date listed below with their respective signature.

Camp Fire Columbia, a nonprofit public benefit corporation

Signed by:
By:  _____
2233A143DD92434...

Print Name: Gina Sander

Date: 4/18/2025

Yamhill County

DocuSigned by:
Signature:  _____
8E58DDAC84AB478...

Print Name: Kit Johnston

Date: 4/18/2025