

**ADMINISTRATIVE SERVICE AGREEMENT
TILLAMOOK COUNTY AND TILLAMOOK FAMILY COUNSELING CENTER INC.
FULFILLMENT OF THE STATE OF OREGON INTERGOVERNMENTAL GRANT AGREEMENT FOR THE
PROVISION OF TILLAMOOK COUNTY COMMUNITY DEVELOPMENTAL DISABILITY SERVICES**

This Agreement, made and entered into by and between Tillamook County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County" and Tillamook Family Counseling Center Inc., acting by and through its Board of Directors, hereinafter referred to as "Contractor".

WHEREAS, County is authorized to obtain, by contract, the services necessary to conduct its operation pursuant to ORS 427.104; and

WHEREAS, certain services referenced above are stated in an Intergovernmental Agreement between County and the State of Oregon acting by and through the Department of Human Services ("State"), a copy of which is attached as Addendum A to this Agreement and is incorporated herein and becomes a part of the Agreement.

IT IS AGREED by and between undersigned parties as follows:

1. Time period. This Agreement will become effective on July 1, 2021 and end on June 30, 2023 and may be renewed or terminated pursuant to Section 8 of this Agreement.
2. Purpose. Contractor agrees to provide all services provided by County under its Financial Assistance Agreement, including performance standards, as more specifically defined by Addendum A to this Agreement, which is incorporated into and becomes a part of this Agreement. Contractor agrees that it shall comply with federal, state and local rules and statutes pertaining to the services described in Addendum A of this Agreement.
3. Personnel. Contractor shall be solely responsible for employing all employees or any other personnel related mechanisms for providing the services intended by this Agreement, including:
 - a. Contractor is solely responsible for payment of any federal, state or local taxes assessed.
 - b. Contractor is responsible for complying with all federal, state and local employment laws.
 - c. Contractor agrees that it shall comply with all federal, state and local laws related to employment of public employees, including state transfer laws.
4. Hold Harmless Indemnification. Contractor, as responsible party for providing services, shall be liable during the term of this Agreement and shall indemnify, defend, and hold harmless County for any liability due to any act or omission by Contractor or any of the Contractor's employees for services rendered pursuant to this Agreement. County shall indemnify, defend, and hold harmless Contractor for any liability due to an error or omission by County or any of County's employees for services rendered pursuant to this Agreement.

5. Integration. This document contains the entire agreement between the parties and supersedes all prior written or verbal discussions or agreements.
6. Attorney Fees. In the event of an action, suit, or proceeding, including appeal therefore, brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs or disbursements for said action, suit, proceeding or appeal.
7. Modifications or Amendments. This Agreement may be modified or amended only by mutual written agreement of the parties, which shall be incorporated into this Agreement.
8. Termination of Agreement. Before July 1, 2023, this Agreement may be extended or terminated by mutual written agreement of the parties. Alternatively, this Agreement may be terminated by either party by providing the other party with a ninety (90) day written notice of intent to terminate. Termination of this Agreement shall not affect existing written agreements unless and until those agreements are terminated. If not previously terminated, this Agreement will renew automatically and is contingent upon the availability of funds to County as set forth in Addendum A to this Agreement.
9. Dispute Resolution. All disputes arising between the parties over the terms or implementations of this Agreement, or any claim by either party to this Agreement for breach or enforcement of this Agreement shall be submitted to a representative of each party for resolution by negotiation. If negotiation fails to resolve the dispute, it shall be submitted first to mediation and then, if unresolved, to arbitration. A mediator shall be selected by agreement of the parties. If the parties are unable to agree upon the selection of a mediator, the dispute shall be submitted to arbitration. In the event of a demand for, or resort to, arbitration, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The award of the arbitrator may be entered for judgement in Circuit Court. The Laws of the State of Oregon shall govern this Agreement and any dispute resulting from interpretation, implementation, or enforcement of this Agreement.
10. Waiver. No Waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
11. Severability. If in any judicial proceeding a court shall refuse to enforce any provision of the Agreement, any unenforceable provision shall be deemed eliminated from this Agreement for the purposes of such proceedings as in necessary to permit the remainder of Agreement to be enforced in such proceedings.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.
13. Method of Payment for Division of Funds. The County will make payments of division funds to Contractor within five (5) working days following receipt by the county of notice of deposit for

funds. Contractor will submit expenditure for reimbursement reports as prescribed by division. Fiscal year shall be based on the period July 1st to June 30th.

14. The Contractor and County hereby agree to all provisions of this Agreement. This Agreement hereby replaces the previous Agreement which came before the Board of Commissioners on September 25, 2019.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate.

TILLAMOOK FAMILY COUNSELING CENTER INC.

Dated this ____ day of _____, 2021.

Frank Hanna-Williams, Director

**THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Dated this ____ day of _____, 2021.

Aye Nay Abstain/Absent

Mary Faith Bell, Chair ___ ___ ___/___

David Yamamoto, Vice-Chair ___ ___ ___/___

Erin D. Skaar, Commissioner ___ ___ ___/___

ATTEST:Tassi O'Neil,
County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

Joel W. Stevens, County Counsel