

TERMINATION AGREEMENT AND RELEASE OF CLAIMS

This Termination Agreement and Release of Claims ("Agreement") is made as of the date of the last signature affixed hereto ("Effective Date") by and between **CENTRAL OREGON INTERGOVERNMENTAL COUNCIL**, an Oregon entity organized under ORS Chapter 190 ("COIC") and **DESCHUTES COUNTY**, a political subdivision of the State of Oregon, acting by and through its Parole & Probation Department (the "County") as of the date set forth below. COIC and County referred to hereinafter as "Party" or "Parties."

RECITALS

WHEREAS, COIC and County entered into a Subrecipient Agreement EO 23-02 011 (County Document No. 2023-690), Amendment No. 1 (County Document No. 2024-059 and Amendment No. 2 (County Document No. 2024-236) for COIC to award State of Oregon EO 23-02 subrecipient grant funding to the County for it to establish and operate a male justice-involved transitional housing facility in partnership with a private entity/non-profit housing provider ("Program") in the total amount of \$1,138,518; and

WHEREAS, County purchased property for the Program with EO funds, located at 640-652 S.E. Wilson Ave., Bend, OR 97702 ("Property"), and the County began operating the Program at the Property in January 2024 with EO funds; and

WHEREAS, County decided to terminate the Program effective March 27, 2024 and sought to transfer ownership of the Property to COIC; and

WHEREAS, County notified COIC of the decision to terminate the Program on March 27, 2024 and submitted all pending invoices for reimbursement relating to the operation of the Program up until the termination of the Program; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

AGREEMENT

1. **Recitals.** The provisions of this Agreement are contractual and are not mere recitals. The recitals set forth above are incorporated herein by reference.

2. **County Consideration.** County agrees to provide the following consideration to COIC:

2.1. Conveyance of the Property AS-IS by Statutory Warranty Deed, attached hereto as Exhibit "1", to COIC for all consideration, remedies, and performance owed to COIC pursuant to Document Numbers 2023-690, 2024-059, and 2024-236, including but not limited to damages, staff costs, and any other associated compensation and/or performance caused by the termination of the Program (the "Final Consideration"). Such conveyance shall be recorded within fifteen (15) days from the execution of this Agreement. County will pay the recording fees.

2.2. All personal property purchased for the Property shall remain with the Property and will be transferred with the Property to COIC.

3. **Release of Claims.** COIC, for itself, its officers, employees, and agents, and for each of its respective heirs, executors, administrators, successors and assigns (hereinafter individually and collectively referred to as "COIC"), hereby releases, acquits, holds harmless, and forever discharges the County, its current and former elected officials, officers, agents and employees, and each of their respective heirs, executors, administrators, successors and assigns, and all other persons or entities claimed to be liable or who may be liable (hereinafter referred to individually and collectively as the "Released Parties"), from any and all claims, demands, grievances, damages, costs, attorney fees, suits, actions or causes of action, of every kind or nature, known or unknown, present or future, anticipated or unanticipated, arising out of or in any way related to the Program or Document Numbers 2023-690, 2024-059, and 2024-236.
4. **Warranty of No Other Claims or Lawsuits.** COIC represents and warrants that it has not filed or initiated and further covenants and promises not to file, initiate, prosecute or hereafter maintain any claim, charge, grievance, lawsuit, administrative proceeding or any other proceeding of any kind or nature whatsoever against any of the Released Parties arising out of or in any way related to the Program or Documents Numbers 2023-690, 2024-059, and 2024-236. COIC further covenants and promises not to assert or maintain any such claim by way of counterclaim, cross-claim, third-party claim or in any other manner against any of the Released Parties.
5. **No Admission of Liability.** It is understood and agreed that this Agreement is part of a settlement and compromise of disputed claims or potential claims. The execution of this Agreement and/or any consideration given shall not be construed or deemed to be an admission of liability by any of the persons or entities released by this Agreement, as each expressly denies liability to the other or to any other person or entity for any claims and/or potential claims which are the subject of this Agreement.
6. **Non-assignment.** COIC represents that it has not assigned, transferred or liened, voluntarily or involuntarily, all or any part of a right, claim, debt, liability, obligation or counteraction under this Agreement to any person or entity. COIC agrees to defend, save, hold harmless and indemnify the Released Parties should any liens or assignments exist.
7. **Acknowledgment of Receipt of All Compensation Due.** COIC acknowledges and agrees that it has received all compensation due to it from the County up to the date of its execution of this Agreement, and that the County shall not owe COIC any additional monetary compensation or performance once County transfers the Property to COIC.
8. **Consultation with Counsel.** The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing this Agreement and that they have either consulted with their own legal counsel regarding the terms and consequences of this Agreement or have voluntarily elected not to consult with an attorney before signing this Agreement.
9. **No Representations.** COIC acknowledges and agrees that no representations have been made to it by the County, the Deschutes County Parole & Probation Department, or any of their respective officials, employees or agents regarding the nature or extent of its damages, loss or injury, if any; regarding the effect of this Agreement; or regarding the nature or extent of the legal liability or financial responsibility of any of the parties released by this Agreement.

10. **Severability.** Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
11. **Sufficiency of Consideration.** Each Party hereby acknowledges the sufficiency of the consideration given and received under this Agreement.
12. **Headings.** The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provision or provisions of this Agreement.
13. **Binding Effect.** All terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors and assigns.
14. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, with venue for any dispute being with the Circuit Court for Deschutes County.
15. **Signatures.** Each person signing below covenants and warrants that he or she is authorized to sign on behalf of the persons and entities they purportedly represent, and that such Party is authorized to enter into this Agreement, and that such Party is authorized to bind any successor or assign to the Party signing this Agreement.
16. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations and/or Agreements between the parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all parties to this Agreement.

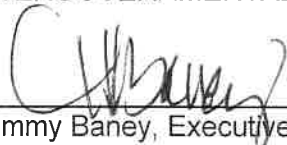
BY SIGNING BELOW, COIC AND THE COUNTY EACH ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE TERMINATION AGREEMENT AND RELEASE OF CLAIMS, THAT THE PARTIES UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE VOLUNTARILY SIGNED THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective for all purposes as of the Effective Date.

DATED this 4th day of October, 2024

CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL



Tammy Bahey, Executive Director

DATED this ____ day of _____, 2024

DESCHUTES COUNTY

Nick Lelack, County Administrator