

C158 -2025

DONATION AGREEMENT
BY AND BETWEEN COLUMBIA COUNTY AND
THEMIS CORPORATION

THIS AGREEMENT is made and entered into by and between Columbia County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Themis Corporation, an Oregon non-profit corporation, hereinafter referred to as "Donee".

WHEREAS, Columbia County is the recipient of marijuana sales tax revenue; and

WHEREAS, on November 28, 2018, the Board of Commissioners authorized the use of marijuana sales tax revenue in the amount of \$25,000 to support an impairing substance testing program in the DA's Office; and

WHEREAS, Themis Corporation was created with the mission of coordinating payments related to the acquisition and testing of biological substances for impairing substances for criminal investigatory purposes;

NOW, THEREFORE, it is hereby agreed as follows:

1. This Agreement is effective on the date last signed, below.
2. The County agrees to donate to Donee \$25,000 to fund Donee's Testing Program upon signature of this Agreement. Funds shall be used exclusively to pay invoices for the acquisition and testing of biological substances for criminal investigatory purposes.
3. Donee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns from and against claims, suits, actions, liability, damage, loss, cost or expenses, including but not limited to attorney's fees at trial or on appeal, that the County, its officers, agents and employees, may sustain or incur on account of the donation of County funds or use of such funds by Donee. Donee shall be responsible for complying with any program requirements.
4. Donee agrees to update the Board of County Commissioners on its Program at least annually.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Joshua Pond, District Attorney
230 Strand
Saint Helens, OR 97051

FOR DONEE

William Bush, Treasurer
35851 Industrial Way Ste. A
St. Helens, Oregon 9051

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Donee shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement.
7. Compliance with Codes and Standards. Donee shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and applicable building, health and sanitation laws and codes. Donee shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.
8. Independent Contractor. Donee is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Donee delivers services under this Agreement and does not exercise any control over the activities of the Donee, except that the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Donee's debts or any other liabilities of Donee. Donee shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Donee will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Donee to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Donee are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Donee is presently a member of the Public Employees Retirement System).
 - C. The Donee is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement.
9. Assignment; Subcontracts. Donee shall not assign, subcontract or delegate its responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County.
10. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
11. Tax Compliance. As required by ORS 279B.045, Donee represents and warrants that Donee has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Donee shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Donee's failure to comply with the tax laws of this state or a political subdivision of this state before the Donee executes this

Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Donee hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Donee's knowledge, Donee is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

12. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
13. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
14. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
15. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
16. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
17. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
18. Counterparts. 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.
19. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.

20. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. DONEE, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Themis Corporation

BY: [Signature]
Dylan Kean, President

Dated: 10/28/2025

Approved as to form

By: _____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

BY: _____
Kellie Jo Smith, Chair

BY: _____
Casey Garrett, Commissioner

BY: _____
Margaret Magruder, Commissioner

Dated: _____