



Disaster Management  
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Oregon City, OR 97045

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[clackamas.us](http://clackamas.us)

July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of contract with DePaul Industries dba DPI Staffing to Provide On-Call  
Temporary Traffic Control for the COVID-19 Vaccination Sites

<b>Purpose/Outcome</b>	Provide traffic control and flagging needs for the upcoming vaccination sites responding to COVID-19.
<b>Dollar Amount and Fiscal Impact</b>	Contract will be used as an on-call service and be dispatched in accordance to the vendors provided rates. Total Contract Value will not
<b>Funding Source</b>	Funds are reimbursed from CARES
<b>Duration</b>	Effective upon signature and expires on 12/31/2021.
<b>Previous Board Action/Review</b>	None.
<b>Strategic Plan Alignment</b>	1. Sustaining Public Health and Wellness. 2. Provide public traffic control for upcoming vaccinations sites.
<b>Counsel Review</b>	Counsel approval 06/02/2021 by AN
<b>Procurement Review</b>	Was the item processed through Procurement?      yes      no
<b>Contact Person</b>	Philip Mason-Joyner , 503-742-5956
<b>Contract No.</b>	4162

**Background:**

Clackamas County is providing COVID-19 vaccines as part of the COVID-19 Emergency Declaration. As vaccines become more readily available, Clackamas County Public Health Division will be setting up long term COVID-19 vaccination sites around the County, including both drive-thru and walk-in venues. With such events, traffic control and directional signing is needed to ensure that public can find the event, successfully enter, have the vaccine administered and be guided to the exit.

**Procurement Process:**

On March 4, 2021, Procurement published a Request for Quotes #2021-22 for Temporary Traffic Control – Vaccination Sites in accordance with LCRB C-047-0260. Quotes were received from four (4) firms. An evaluation team with representatives from DTD transportation and EOC evaluated the quotes and initially recommended an award of two (2) contracts to the highest qualified firms. The recommendation to award to two firms was based on the need to fulfill traffic control needs for multiple vaccination sites. After review and site operation it was clear a third firm was needed and an award was made to DPI to fulfill the outstanding need.

**Recommendation:**

Staff respectfully recommends that the County Administrator approve and execute the contract with DePaul Industries dba DPI Staffing for On-Call Temporary Traffic Control for the Vaccination Sites.

Sincerely,

Daniel Nibouar  
Interim Director



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #4162**

This Goods and Services Contract (this "Contract") is entered into between DePaul Industries dba DPI Staffing ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of Disaster Management for the purposes of providing On-Call flagging and traffic control for COVID-19 vaccination.

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until December 31, 2021. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in Scope of Work, RFQ #2021-22 Temporary Traffic Control- Vaccination Sites, Published March 4, 2021 attached and hereby incorporated by reference as Exhibit "B." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A" Federal Terms, Exhibit "B", and the Contractor's Quote attached and hereby incorporated by reference as Exhibit "C." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Philip Joyner-Mason.

This Contract is on an "on-call" or "as-needed basis" for Work.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

**III. COMPENSATION**

1. **PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **one hundred fifty thousand dollars (\$150,000.00)**.

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: [pmason@clackamas.us](mailto:pmason@clackamas.us).

4. **CONTRACTOR AND COUNTY CONTACTS.**

Contractor	County
Administrator: Sheri Thomas Phone: 503-331-3853 Email: <a href="mailto:stthomas@dpistaffing.com">stthomas@dpistaffing.com</a>	Administrator: Philip Mason-Joyner Phone: 503-742-5956 Email: <a href="mailto:pmason@clackams.us">pmason@clackams.us</a>

**IV. CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate

County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract

in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 12. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article II, Section 4. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. **Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. **Service Warranty.** Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional

standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, and 33, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided

by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- 21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.
- 22. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the



State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 26. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- 30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods


and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.
- 32. FEDERAL CONTRACTING REQUIREMENTS.** County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit A**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
- 33. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

DePaul Industries dba DPI Staffing  
4950 NE Martin Luther King Blvd.  
Portland, OR 97211

Clackamas County

  
\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Gary Schmidt, County Administrator                      Date

*Travis Pearson CEO*  
\_\_\_\_\_  
Name / Title (Printed)

095251-14  
Oregon Business Registry #

Approved as to Form:

DNP/Oregon  
Entity Type / State of Formation

  
\_\_\_\_\_  
County Counsel                      06/02/2021  
Date

**Exhibit A**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

As used herein, "Contractor" means DePaul Industries dba DPI Staffing, and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42

U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and 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, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or

internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification  
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DePaul Industries dba DPI Staffing, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Bart Berry*

Signature of Contractor's Authorized Official

Bart Berry, President DPI STaffing

Name and Title of Contractor's Authorized Official

06-02-2021

Date

**EXHIBIT B**  
**Request for Quote #2021-22**  
**Temporary Traffic Control- Vaccination Sites**  
**Published March 4, 2021**



**Procurement Division**  
Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045  
(503) 742-5444 (Office)

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**REQUEST FOR QUOTES (RFQ) #2021-22**

Issue Date: March 4, 2021

Project Name:	Temporary Traffic Control – Vaccination Sites		
Quote Due Date/Time:	March 11, 2021, 2:00 PM		
Procurement Analyst:	Patti Hutcheson	Email:	<a href="mailto:phutcheson@clackamas.us">phutcheson@clackamas.us</a>

**SUBMIT QUOTES VIA EMAIL TO [PROCUREMENT@CLACKAMAS.US](mailto:PROCUREMENT@CLACKAMAS.US)  
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE  
“2021-22 TEMPORARY TRAFFIC CONTROL – VACCINATION SITES” IN THE  
SUBJECT LINE**

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**1. ANNOUNCEMENT AND SPECIAL INFORMATION**

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes (“RFQ”). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at

<https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-22-21. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from ORPIN.

Complete Quotes must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFQ title. Quoters are encouraged to contact Procurement to confirm receipt of the Quote.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter.

Communication in violation of this restriction may result in rejection of a Quoter.

**2. SCOPE**

The purpose of this RFQ is to contract with multiple qualified firms to provide traffic control for COVID-19 vaccination sites.

Clackamas County is providing COVID-19 vaccines as part of the COVID-19 Emergency Declaration. As vaccines become more readily available, Clackamas County Public Health Division will be setting up long term COVID-19 vaccination sites around the County, including both drive-thru and walk-in venues. With such events, traffic control and directional signing is needed to ensure that public can find the event, successfully enter, have the vaccine administered and be guided to the exit.



Clackamas County is in need of the services of a Traffic Control company to provide signing and cone layout at COVID-19 vaccine events and provide flagging support at some events. Clackamas County Traffic Engineering will provide Traffic Control Plans (“TCP”) for each event including layout of traffic control devices and quantities. Some events will be single-day while other events may occur over multiple days or may include traffic control setup for as long as six (6) months. Single day events have been typically from 0900hrs-1700hrs, although this may fluctuate as population needs change. Clackamas County intends to operate 2-3 medium sized locations per week.

The general scope of services will include:

1. Traffic control setup and takedown for single-day events. Tasks will include:
  - a. Zoom meeting with County staff up to seven (7) days prior to the event to review the traffic control plan and ask questions.
  - b. Set up of traffic cones, traffic signs and other required traffic control devices, as required by the TCP.
  - c. Flagging of traffic as needed based on the TCP.
  - d. Takedown as directed by the event site manager.
2. Traffic control setup for long term events which will include:
  - a. Zoom meeting with County staff up to seven (7) days prior to the event to review the traffic control plan and ask questions.
  - b. Set up of traffic cones, traffic signs and other required traffic control devices, as required by the TCP.
  - c. Flagging of traffic as needed based on the TCP.
  - d. Securing any traffic control devices, as needed, until the next event.
3. Sites may have hybrid drive-thru or walk-up options due to many sites being closed to public transportation.
4. This contract will be for a period of one year.

**3. SAMPLE CONTRACT**

Submission of a Quote in response to this RFQ indicates Quoter’s willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Goods & Services Contract (unless checked, item does not apply)

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**4. QUOTE**

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Provide an equipment list for temporary traffic control per Section 2. Scope. List available items your firm anticipates using for this project (e.g. flags, cones, sandwich boards, etc.)

- C. Provide hourly rates for all services as detailed in the Section 2. Scope. Price must be fully loaded and inclusive of all anticipated charges. Provide
- D. References;
- E. Quote Certification Form; and
- F. Any additional information that Clackamas County should take into consideration for the project or qualifications.

**5. EVALUATION**

Quotes will be evaluated based on subjective factors including, but not limited to: Firm experience, equipment list, price/fees, references, and proposal to complete the project (including timeline).

E.

**QUOTE CERTIFICATION FORM**  
**RFQ #2021-22**

Submitted by: DePaul Industries INC.

**(Must be entity's full legal name)**

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST**

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: Sheri Thomas Date: 3/11/2021

Signature: *Sheri Thomas* Title: Regional Manager

Email: sthomas@dpistaffing.com Telephone: 503-331-383

Oregon Business Registry Number: 095251-14

OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non profit  Limited Liability Company

x Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_

**CLACKAMAS COUNTY  
INSTRUCTIONS TO QUOTERS**

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

**QUOTE PREPARATION**

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT ORPIN (<http://orpin.oregon.gov/open.dll/welcome>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

#### **QUOTE EVALUATION AND AWARD**

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
7. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
8. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

**EXHIBIT C  
CONTRACTOR'S QUOTE**



DPI STAFFING™

**Temporary Traffic Control – Vaccination Sites (RFQ #2021-22)**

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**PREPARED FOR:**

**Clackamas County  
Procurement Division  
Public Services Building  
2051 Kaen Road  
Oregon City, 97045**

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**Presented by:**

**Sheri Thomas  
DPI Staffing  
4950 NE Martin Luther King Blvd.  
Portland, OR 97211  
Phone: 503-331-3853  
Email: [stthomas@dpistaffing.com](mailto:stthomas@dpistaffing.com)**

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*The management and pricing data contained herein is considered proprietary to DPI Staffing. Please assist us in maintaining the fair competition of free enterprise by not sharing this document or its contents with persons outside of your organization. Thank you.*



## Scope of work:

Traffic control setup and takedown for single-day events. Tasks will include: a. Zoom meeting with County staff up to seven (7) days prior to the event to review the traffic control plan and ask questions.

b. Set up of traffic cones, traffic signs and other required traffic control devices, as required by the TCP.

c. Flagging of traffic as needed based on the TCP.

d. Takedown as directed by the event site manager.

2. Traffic control setup for long term events which will include: a. Zoom meeting with County staff up to seven (7) days prior to the event to review the traffic control plan and ask questions.

b. Set up of traffic cones, traffic signs and other required traffic control devices, as required by the TCP.

c. Flagging of traffic as needed based on the TCP.

d. Securing any traffic control devices, as needed, until the next event.

3. Sites may have hybrid drive-thru or walk-up options due to many sites being closed to public transportation.

### *Traffic Control /Flagger 1:*

Directs traffic around hazards or crews in the roadway; sets out temporary road signs, traffic cones, and barriers work sites. May be required to provide non-flagging duties (related labor), as requested. Minimum qualifications: this level of flagger has less than 200 hours of road experience.

### *Traffic Control/Flagger 2:*

Performs all the duties of Flagger 1 and shall be available to operate a State-owned/leased/controlled Light Duty Vehicle provide by Authorized Purchaser, such a s a pilot vehicle, within a work zone and to and from a job site. A Flagger 2 may drive only Authorized Purchaser vehicles that can be operated by a class C license. Minimum qualifications: all certified driving flaggers shall meet all requirements referenced in Oregon Administrative Rules for Vehicle use and access, OAR chapter 125, division 155.

### *Traffic Control/ Flagger 2 Night Crew:*

At night, performs all the duties of a Flagger 1 and shall be available to operate a State-owned/leased/controlled Light Duty Vehicle provided by Authorized Purchaser, such as a pilot vehicle, within a work zone to and from a job site. A Flagger 2 may drive only Authorized Purchaser vehicles that can be operated by a class C licensee. Minimum qualifications: all certified driving flaggers shall meet all requirements referenced in Oregon Administrative referenced in Oregon Administrative Rules for Vehicle Use and Access, OAR chapter 125, division 155.

## 4. Quote

### A. Experience

DPI Staffing is a Qualified Rehabilitation Facility (QRF) that has been providing employment opportunities for people with disabilities for more than 30 years. We are a large and diversified northwest based business services company, providing consistent support to hundreds of government agencies and companies in various communities.

DPI Staffing has a long-standing partnership with ODOT providing flagging services throughout the State of Oregon for more than eighteen years. To date DPI Staffing continues to provide support in the following counties: Multnomah, Washington, Clackamas, Marion, Polk, Coos, and Lane Counties. Outside of the long-standing partnership with ODOT, DPI Staffing provides flagging services for small flagging companies in the public sector as well as Metro and the Portland Center for the Arts for over five years.

DPI Staffing recognizes that developing a viable talent pool is essential to successfully service Clackamas County's needs. We will enlist our continual recruitment methodology to ensure an adequate pool of qualified applicants available to meet staffing level requirements. The continual recruitment model is focused on creating a steady flow of applicants that have the basic skill sets that meet the requirements for each position. DPI Staffing is an affirmative action employer providing equal opportunity for employment to all qualified applicants without regard to race, color, religion, sex, national origin, marital status, sexual orientation, age, disability, or veteran status, in accordance with applicable laws.

### B. Equipment List

DPI Staffing can provide traffic control support with ODOT certified flaggers with their own gear. Additional equipment is not available.

### C. Quoted Hourly Rates- Recruited By DPI by job title:

Classification & Level:	Unit of Measurement:	Bill Rate: As of 3/11/2021
<b>Flagger/Traffic Control:</b>		
Flagger /Traffic Control 1	Per Hour	\$24.32
Flagger/ Traffic Control 2	Per Hour	\$25.08
Flagger 2 / Traffic Control Night crew	Per Hour	\$25.84

For any payroll servicing candidates (employees referred to DPI Staffing by Clackamas County for temporary placements for these roles). We are quoting a bill rate of 35% over the determined pay rate. *These candidates must be identified to the DPI Staffing recruiter before onboarding process is completed.*

- Overtime billing rate formula is the determined pay rate multiplied by 1.5 multiplied by the hourly bill rate. This bill rate includes all administrative fees.
- Straight time billing rate formula for Clackamas County referred placement is the determined pay rate multiplied by 35%. This bill rate includes all administrative fees.
- Overtime billing rate formula for Clackamas referred placement is the determined bill rate multiplied by 1.5. This bill rate includes all administrative fees.

- DPI Staffing will impose no buy-out fee for temporary employees recruited and placed at Clackamas County by DPI Staffing once that employee has reached 520 working hours.
- Buy-out fee for temporary employees recruited and placed at Clackamas County by DPI Staffing who are hired by the Clackamas County as regular employees prior to 520 hours worked is based on the profit loss formula listed below.

$$\begin{aligned} \text{Bill rate} \times 500 \text{ (hours)} &= W \\ \text{Bill rate} \times \text{total hours worked} &= X \\ W - X &= Y \\ Y - 19\% \text{ (administrative fees)} &= Z \\ Z &= \text{Profit loss/Buy-out fee} \end{aligned}$$

*DPI Staffing will impose no buy-out fee for employees referred to DPI Staffing by Clackamas County.*

**Benefits** provided to DPI Staffing employees and Clackamas County referred (payroll only) employees.

**Paid Time Off (PTO):** Associates accrue PTO on an hourly basis – specifically .033 hours of PTO per hour worked on up to 40 hours worked each week. This amount will be available for use following 90 days of employment. The accrual will stop after the employee reaches 40 hours in one calendar year. Unused hours can be carried over hours into the following year, however only 40 hours can be used in a calendar year. PTO hours that are accrued but unused when an Associate terminates employment are NOT available for payout. Accrued but unused PTO may be used for time off such as sick days, holidays, and vacation days.

**Health/Vision, Dental, and Supplemental Insurances:** Benefit eligibility requires an Associate to work an average of 30 hours per week, calculated/evaluated on a 12-month measurement period. As Staffing Associates are assigned to positions with various hours and/or various customers throughout the year, eligibility will be initially evaluated at an employee's first anniversary and then thereafter annually each fall for new and/or continued eligibility. DPI currently offers a choice of two health plans, a dental plan, and a variety of supplemental policies through Colonial Life.

**Direct Deposit:** All employees are eligible and encouraged to have their paychecks direct deposited to their personal bank accounts or a pay/debit card.

**Training:** DPI Staffing has implemented a new training platform called Rise. This platform allows DPI Staffing to roll out targeted online trainings to address specific topics such as harassment, safety, ethics, or client-specific training. We can enroll all employees or groups of individuals to complete assigned courses in a specific time period. Rise also allows management to analyze content, view enrollees, track learner progress and see quiz scores.

**EAP:** All DPI Staffing temporary workers have access to our free Employee Assistance Program (EAP). The EAP's offerings includes crisis counseling, or access to counselors twenty-four hours a day, seven days a week. The EAP also offers general counseling, financial coaching, wellbeing tools, life coaching, identify theft consultation, legal consultations and mediation services, all free to the employee.

## **D: References**

Andrew Staab  
Metro Paint Facility Manager  
4825 N. Basin Ave  
Portland, OR 97217  
Phone: 503-289-0047  
Fax: 503-289-2368  
Email: [andrew.staab@oregonmetro.gov](mailto:andrew.staab@oregonmetro.gov)

Laura Bindley, OPBC  
DAS EAM Contracts Manager  
DAS Enterprise Asset Management Division  
Administration – Contracts Services  
Desk: 503-378-5283 ~ Cell: 503-385-5910  
Email: [laura.bindley@oregon.gov](mailto:laura.bindley@oregon.gov)

Marc Balogh  
President/Operations Manager  
Cascadia Nutrition  
19217 NE San Rafael St., Portland, Oregon, 97230  
Phone : 503-724-3900  
Email : [mbalogh@cascadianutrition.com](mailto:mbalogh@cascadianutrition.com)

## **F. Additional Information**

### **Recruitment of Laborers:**

DPI Staffing leverages strong relationships with community-based organizations as well as educational and public organizations who provide a steady stream of applicants. We also have the ability to quickly develop targeted recruitment efforts, including job fairs (virtual and in-person), social media sites, online job boards as well as employee referrals. DPI Staffing has long-standing partnerships with the State of Oregon Employment Department in its locations around the state. We are also active members of the Community Services Network (CSN), a division of DPI that provides significant opportunities for nonprofit networking. The CSN offers monthly social service fairs where we connect with potential candidates.

After strategically analyzing labor markets in your identified regions, DPI Staffing will implement the outlined recruitment strategy within the boundaries of each region. Through technology, DPI staff members are able to identify, recruit, screen, assess, onboard and coordinate any necessary services to provide qualified candidates. Through the COVID-19 pandemic, DPI Staffing increased our ability to service all operations virtually while maintaining safety for our DPI colleagues, new hires as well as our client's work sites.

### **Recruitment of Bilingual Laborers**

DPI Staffing utilizes several strategies to identify bilingual English/Spanish candidates. Examples of these strategies include:

- Creating advertising in both English and Spanish.
- Marketing the opportunity utilizing online job postings.
- Canvassing regions with flyers.
- Sending emails to all our connections and community organizations.
- Providing targeted advertising to publications and social media groups with bilingual audiences.

During the COVID-19 pandemic, we've found that social media platforms, phone calls and texting are very effective methods in reaching the required audience for these opportunities. Referrals from existing bilingual candidates are also effective. Recruiters can further screen candidates to test abilities through DPI screening methodology, behavioral interviews, and reference checks. We have internal DPI staff that can assist with interpreting and confirming bilingual skills for our potential candidates.

### **Recruitment and Selection Process**

DPI Staffing has rigorous screening and interview procedures that have been established to ensure that only qualified associates are referred for employment at Clackamas County. During the initial pre-screening process, candidates are asked to complete a questionnaire

and are given a brief interview to determine whether they possess the baseline skills necessary for employment in a competitive work environment. Those applicants who meet the initial screening requirements are given a formal interview in which the DPI Recruiter identifies the candidate's knowledge, skills and abilities.

### **On-Loading of Temporary Workers**

DPI Staffing utilizes a staffing solution software to manage and onboard all employees provided to our clients nationwide. This software is implemented for the front and back office business operations to ensure all federal and state employment laws and requirements as well as our client's screening requirements are met and can be analyzed.

Since the pandemic, DPI Staffing nationwide has established a virtual hiring process to ensure the health and safety of our colleagues and employees. All hiring processes follow the federal and state guidelines.

All communication, attendance, screening records, payroll data as well as documentation that verifies every employee is eligible to work in the United States, is housed and tracked in our end-to-end staffing software.

### **Background, Reference, and Pre-Employment Drug Screening**

Background investigations are conducted through Intelifi, a third-party vendor, and consist of criminal history investigations for all states, to the extent allowed by law. We consider a prohibitive background any candidate for the attempt or commission of a violent crime, including (but not limited to) sex crimes (excluding prostitution), murder, or a crime that resulted in death, no matter when that occurred a prohibitive background for any candidate.

In the event a client organization has a higher tolerance for criminal backgrounds, and/or additional restrictions or considerations, placement decisions will be made in conformity with business/contractual obligations.

I-9 Documentation is guaranteed when you work with DPI Staffing. We work directly with the Department of Homeland Security and conduct an E-Verify for each candidate.

### **Our Guarantee**

DPI Staffing guarantees your satisfaction. During the order taking process we will carefully identify the skills and abilities required for your positions. We will pre-qualify all personnel that are provided to Clackamas County ensuring that all the appropriate screening, interviewing, testing, reference, and background checks have been completed. We will provide only those associates with the desired skills and we will ensure that they have demonstrated the knowledge and experience required.

However, if there is a case where we did not make the right match for your company, we shall immediately take steps to resolve the problem. We shall provide a suitable replacement if Clackamas County determines that the temporary associate provided is not performing satisfactorily or does not possess the level of skills required for the position. In the event such a replacement occurs after the employee has worked at the assignment for four (4) hours or more, Clackamas County shall receive four (4) hours of credit to allow for training the temporary associate provided as a replacement.



Disaster Management  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

July 1, 2021

Board of County Commissioners,  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with  
State of Oregon acting by and through its Department of Administrative Services (DAS)  
for Vaccine Equity and Incentives

<b>Purpose/Outcomes</b>	The State of Oregon is providing funding under this Agreement, for Vaccine Equity and Incentives.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$2,238,888.68
<b>Funding Source</b>	This is funded by the State of Oregon. No County General Funds are involved.
<b>Duration</b>	March 1, 2020 through December 31, 2021
<b>Previous Board Action</b>	No previous board action
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	County counsel has reviewed and approved this document on June 01, 2021 AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA.
<b>Contact Person</b>	Daniel Nibouar, Interim Disaster Management Director 503-650-3381 or Philip Mason-Joyner – 503-742-5456
<b>Contract No.</b>	10153

**BACKGROUND:**

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with the State of Oregon for Vaccine Equity and Incentives.

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the period of March 1, 2020, through December 31, 2021 (the “Performance Period”) to reimburse the costs of the activities described in Exhibit A.

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352  
[www.clackamas.us/community\\_health](http://www.clackamas.us/community_health)



- Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;
- Marketing and promotional costs encouraging COVID-19 vaccination; and
- Transporting persons to and from COVID-19 vaccination sites.

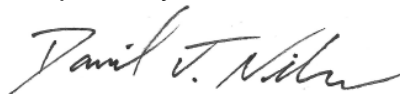
The majority of these funds would be used to support implementation of the required equity plan that was accepted by the Oregon Health Authority (OHA) and Governor's Office. Activities are primarily focused on local community vaccination events across Clackamas County with partners at small sites & mobile outreach aimed for individuals with barriers to access and addressing vaccine hesitancy.

The contract maximum for this Agreement is \$2,238,888.68. This Agreement is effective March 1, 2020 and will terminate on December 31, 2021.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached IGA with the State of Oregon for vaccine equity and incentives, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the term.

Respectfully submitted,



Daniel Nibouar  
Interim Disaster Management

# STATE OF OREGON GRANT AGREEMENT

Grant No. 2603

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19. This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the period of March 1, 2020, through December 31, 2021 (the “Performance Period”) to reimburse the costs of the activities described in Exhibit A.

## SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 31, 2021.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Gerold Floyd  
Department of Administrative Services  
Attention: Coronavirus Relief Fund  
155 Cottage Street NE, Salem, OR 97301  
Phone: 503-378-2709  
Email: CoronavirusReliefFund@Oregon.gov

4.2 Grantee’s Grant Manager is:

Name: Sherry Olson  
Address: 2051 Kaen Rd., Suite 367  
Oregon City, OR 97045  
Phone: 503-142-5342  
Email: SOlson4@clackamas.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

**SECTION 5: PROJECT ACTIVITIES**

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

**SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$2,238,888.68 (the “Grant Funds”) for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund (“Funding Source”).

**SECTION 7: DISBURSEMENT GENERALLY**

7.1 **Disbursement.** Agency will disburse the Grant Funds to Grantee in two installments:

50% of the Grant Funds within five business days of the Executed Date; and

50% of the Grants Funds upon Grantee delivering to Agency **both** (i) complete responses to the questions set forth in Exhibit E and the fully executed Attestation Statement set forth in Exhibit E **and** (i) demonstrated progress towards implementing the strategies outlined in Grantee’s question responses (collectively, the “Equity Submission”). Grantee’s deadline to deliver the Equity Submission to Agency is August 31, 2021. Grantee shall not receive, and Agency shall have no obligation to disburse, the second installment of Grant Funds if Grantee fails to deliver the Equity Submission by the August 31, 2021, deadline for doing so. The Oregon Health Authority and the Governor’s Office will review the Equity Submission and determine whether Grantee’s responses to the questions set forth in Exhibit E are complete.

7.2 **Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

7.2.1 Agency has received sufficient funding, appropriations, expenditure limitation, allotments or

other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 13 has occurred; and
  - 7.2.3 Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
- 8.1.1 Grantee is a local government duly organized and validly existing;
  - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
  - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
  - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
  - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 14, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## SECTION 9: INDEMNITY/LIABILITY

- 9.1 Indemnity.** Subject to the limitations of Article XI, § 10, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency 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 Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section).
- 9.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in 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. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee 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. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 9.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, 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 of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 10: INSURANCE

As a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B; or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B; or (iii) a combination of any or all of the foregoing.

## SECTION 11: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and

Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 12: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 13: DEFAULT**

- 13.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 13.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 13.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 13.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 13.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 14: REMEDIES

- 14.1 Agency Remedies.** In the event Grantee is in default under Section 13.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 16.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 15 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 14.2 Grantee Remedies.** In the event Agency is in default under Section 13.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 15: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 15.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 15.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 15.3** Any Grant Funds determined by Agency or the U.S. Department of the Treasury to be spent for purposes other than allowable Project activities; or
- 15.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 16: TERMINATION

- 16.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 By Agency.** Agency may terminate this Grant as follows:
- 16.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's

reasonable administrative discretion, to perform its obligations under this Grant;

**16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

**16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**16.3 By Grantee.** Grantee may terminate this Grant as follows:

**16.3.1** Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

**16.3.2** Immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

**16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

## **SECTION 17: MISCELLANEOUS**

**17.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

**17.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7, of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

**17.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

**17.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's



receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 17.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 9, 11, 12, 14, 15 and subsections 17.5 and 17.13 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 17.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be 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 will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 17.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 17.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 17.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 17.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 17.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 17.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 17.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively

referred to as “Records.” Grantee acknowledges and agrees Agency 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. Grantee 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 Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

**17.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

**17.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (The Project)
- Exhibit C (Federal Terms and Conditions)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)
- Exhibit E (Equity Plan Submission Guidance)

**17.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**17.17 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

**The signatures of the parties follow on the next page.**

## SECTION 18: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Administrative Services

By: \_\_\_\_\_  
George Naughton, Chief Financial Officer

\_\_\_\_\_  
Date

### Clackamas County

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

93-6002286  
\_\_\_\_\_  
Federal Tax ID Number

096992656  
\_\_\_\_\_  
DUNS Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: Samuel B. Zeigler  
Senior Assistant Attorney General  
Oregon Department of Justice

by email dated 5/21/2021  
Date

## EXHIBIT A THE PROJECT

### SECTION I. PROJECT DESCRIPTION

Subject to the eligibility requirements of 42 U.S.C. § 801 and any implementation guidance from the U.S. Department of the Treasury, including, without limitation, the guidance identified in Section II below, Grantee will use the Grant Funds for the following costs incurred during the Performance Period:

- Providing culturally responsive, low-barrier access to COVID-19 vaccination, with a special emphasis on populations experiencing vaccine inequality or reduced vaccination rates;
- Marketing and promotional costs encouraging COVID-19 vaccination; and
- Transporting persons to and from COVID-19 vaccination sites.

### SECTION II. U.S. Treasury Guidelines and Answers to FAQs

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**Direct Administrative Costs Allowed.** Grantee's administrative costs directly attributable to the administration of its grant program funded by this Grant can be reimbursed or otherwise paid with Grant Funds. Such direct administrative costs shall not exceed 5% of the Grant Funds awarded under this Grant.

**Indirect Costs Not Allowed.** In accordance with U.S. Treasury guidance, Grantee shall not reimburse or otherwise pay any of its indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

### SECTION III. REPORTING REQUIREMENTS

No later than July 6, 2021, for the period of April 1, 2021 to June 30, 2021, and October 5, 2021, for the period of July 1, 2021, to September 30, 2021, and January 5, 2022, for the period of October 1, 2021, to December 31, 2021, Grantee shall report the following information, as applicable, to Agency:

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent to COVID-19 testing and contract tracing;

- d. Amount spent on economic support (other than small business, housing, and food assistance);
- e. Amount spent on expenses associated with the issuance of tax anticipation notes;
- f. Amount spent on facilitating distance learning;
- g. Amount spent on food programs;
- h. Amount spent on housing support;
- i. Amount spent to improve telework capabilities of public employees;
- j. Amount spent on medical expenses;
- k. Amount spent on nursing home assistance;
- l. Amount spent on payroll for public health and safety employees;
- m. Amount spent on personal protective equipment;
- n. Amount spent on public health expenses;
- o. Amount spent on small business assistance;
- p. Amount spent on unemployment benefits;
- q. Amount spent on workers' compensation;
- r. Amount spent on items not listed above; and
- s. The primary place of performance of this Project.

The requirements of this Section III survive termination of this Grant.

## **EXHIBIT B INSURANCE**

### **INSURANCE REQUIREMENTS**

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first-tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first-tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

### **WORKERS' COMPENSATION**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

### **COMMERCIAL GENERAL LIABILITY**

**Required**  **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

### **AUTOMOBILE LIABILITY INSURANCE**

**Required**  **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use

of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY**

Required  Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per claim. Annual aggregate limit may not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY**

Required  Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

**POLLUTION LIABILITY**

Required  Not required

Pollution liability insurance covering Grantee’s or appropriate contractor or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$\_\_\_\_\_. Annual aggregate limit may not be less than \$\_\_\_\_\_.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee’s, contractor, or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

Required  Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

Required  Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

Required  Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence. Any annual aggregate limit may not be less than \$\_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED**

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**WAIVER OF SUBROGATION**

Grantee must require its first tier contractors and subgrantees waive rights of subrogation which Grantee’s first tier contractors and subgrantees, if any, or any insurer may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement.



## **TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

## **CERTIFICATE(S) AND PROOF OF INSURANCE**

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [CoronavirusReliefFund@oregon.gov](mailto:CoronavirusReliefFund@oregon.gov) or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

## **NOTICE OF CHANGE OR CANCELLATION**

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

## **INSURANCE REQUIREMENT REVIEW**

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

## **STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

## EXHIBIT C

### FEDERAL TERMS AND CONDITIONS

#### 1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, 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 federal government.

Payments  will  will not be made in whole or in part with federal funds.

1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient       Grantee is a contractor       Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

#### 2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.

For purposes of these provisions, the following definitions apply:

**“Contract”** means this Grant or any contract or subgrant funded by this Grant.

**“Contractor”** and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §§ 200.500 *et seq.*

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

### **3. ADDITIONAL FEDERAL REQUIREMENTS**

None.

## EXHIBIT D FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	Clackamas County
(ii) Grantee's DUNS number:	096992656
(iii) Federal Award Identification Number (FAIN):	SLT0038
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 31, 2021
(vi) Total amount of federal funds obligated by this Grant:	\$2,238,888.68
(vii) Total amount of federal funds obligated to Grantee by Agency, including this Grant:	\$26,818,578.91
(viii) Total Amount of Federal Award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$26,818,578.91
(ix) Federal award project description:	Coronavirus Relief Fund
(x)	
a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(xi) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

## EXHIBIT E

# EQUITY PLAN SUBMISSION GUIDANCE



May 2021

### Purpose

- Provide process through which jurisdictions may move to Lower Risk once 65% of their population age 16 years or older have received a first COVID-19 vaccine dose while also demonstrating their commitment to continuing to eliminate racial and ethnic vaccine inequities.

### Background

- OHA has the following goals:
  - Reach parity in vaccination rates by closing gaps in race and ethnicity vaccination rates by August 31, 2021.
  - Ensure vaccine access to all populations with a focus on populations experiencing racial and ethnic vaccine inequities.
  - Encourage and facilitate local public health partnerships with community-based organizations (CBOs) and employers in their jurisdiction.
- OHA has an expectation that jurisdictions are using multiple channels for providing meaningful, culturally-responsive, low-barrier vaccine access. While mass vaccination sites are a key strategy for vaccine access, these sites likely do not meet the needs for many populations that have borne the greatest burden of COVID-19 disease and death. In addition, due to decreased vaccine demand, many of these sites are starting to ramp down.
- OHA expects the LPHA and its partners have been and will continue to actively collaborate with community-based organizations, employers and others to proactively reach all eligible populations who have not yet been vaccinated, especially those experiencing racial and ethnic vaccine inequities. These collaborations are essential to ensuring groups such as migrant and seasonal farm workers, Black, Indigenous, Tribal, other communities of color, houseless populations and others have low-barrier, culturally responsive, meaningful access to vaccine.

### Moving to Lower Risk

- The earliest a county may move to Lower Risk is May 21, 2021.
- To move to Lower risk, at least 65% of all people age 16 years or older in the jurisdiction must have received a first dose.
- In addition, an LPHA must do the following to move to Lower Risk:
  - Submit to OHA responses to questions related to LPHA's ongoing and future efforts to maximize meaningful, low-barrier access to vaccine for all eligible populations, especially those experiencing racial and ethnic vaccine inequities.
  - Submit an attestation statement form signed by the Local Public Health Administrator, Local Public Health Officer and the Chair of the LPHA Governing Body (this is the Board of Commissioners in all counties except Gilliam, Sherman, Wasco and Wallowa).

### Required Questions

- LPHA must respond to each of the following questions. Please restate the question and provide a subsequent response specific to each question.
  - Please review race/ethnicity data for the LPHA jurisdiction on the [OHA website](#) and the race/ethnicity vaccination rate data shared weekly with the LPHA. Based on the experience of the LPHA and its partners, including community-based organizations, what are the operational, policy, and systemic barriers or strengths demonstrated in these data?
  - What steps have the LPHA and its partners already taken to address specific racial and ethnic vaccination inequities in the community?
  - What steps do the LPHA and its partners plan to take to continue to address these inequities in the jurisdiction?
  - What plan does the LPHA and its partners have to close the specific vaccine equity gaps among specific racial and ethnic populations?
  - OHA has provided LPHAs county level survey data from OHA-funded CBOs indicating their preferred involvement in vaccination efforts. In reviewing the CBO survey results that outline the interest of CBOs in your community to host, support, and/or promote vaccine events in your jurisdiction:
    - What steps are the LPHA and its partners taking to engage and actively partner with these and other organizations to increase meaningful, culturally-responsive, low-barrier access to vaccines?
    - How will the LPHA and its partners ensure that CBOs and

navigators are aware of vaccine events so they can assist with registration and outreach as able?

- The agricultural employer survey results were shared with the LPHA and the LPHA has provided information to its Regional Emergency Coordinator (REC) about how the LPHA and its partners plan to use the survey results. OHA will be reviewing the information provided by the LPHA to the REC. Does the LPHA have any additional updates regarding work to serve agricultural workers in its jurisdiction since the LPHA last provided information to the REC?
- What steps have the LPHA and its partners taken to actively address vaccine confidence in the community?
- What plans do the LPHA and its partners have continue addressing vaccine confidence?
- What is the communications plan to dispel misinformation through a comprehensive, multi-modal communications strategy for communities experiencing racial and ethnic vaccine inequities in your jurisdiction? Examples could include: Spanish language radio spots, physically distanced outdoor information fair, training local faith leaders and equipping them with vaccine facts and information to refer a community member to a health care professional for follow up, etc.
- How has and how will the LPHA and its partners ensure language accessibility at vaccine events?
- What plans do the LPHA and its partners have to decrease transportation barriers to accessing vaccine?
- What plans do the LPHA and its partners have to ensure meaningful, low-barrier vaccine access for youth, especially those from Black, Indigenous, Tribal and other communities experiencing inequities in COVID-19 disease, death and vaccination?
- How will the LPHA and its partners regularly report on progress to and engage with community leaders from the Black, Indigenous, Tribal, other communities of color to regularly review progress on its vaccine equity plans and reassess strategies as needed?

### **Required Attestation Statement**

- Please copy/paste the statement in italics onto letterhead. The LPH administrator, LPH Officer and Chair of LPHA governing body are all required to sign (electronic signature accepted):

*We have each reviewed the attached responses to all questions and affirm that the LPHA jurisdiction will continue to make meaningful efforts to offer culturally-responsive, low-barrier vaccination opportunities, especially for populations in our jurisdiction experiencing racial or ethnic vaccine inequities. We commit to implementing this plan to close the racial and ethnic vaccine inequities in our jurisdiction.*

*The LPHA and its partners will continue to ensure that vaccine sites are culturally-responsive, linguistically appropriate and accessible to people with physical, intellectual and developmental disabilities and other unique vaccine access needs.*

### **Timeline and Review Process**

- Complete documentation (as outlined above) must be submitted by Close of Business on the Friday prior to the Friday on which the jurisdiction would move to Lower Risk. Announcement of jurisdictions moving to Lower Risk will be made on Tuesday prior to the Friday when movement will occur.
  - For example, to move to Lower Risk on Friday, May 21, LPHAs should submit complete documentation to OHA by 4:00 p.m. on Friday, May 14.
  - Jurisdictions moving to Lower Risk on Friday, May 21 will be announced on Tuesday, May 18.
- LPHAs submit the following to [paul.shively@dhsosha.state.or.us](mailto:paul.shively@dhsosha.state.or.us) by 4:00 p.m. on Friday a week prior to the Friday the jurisdiction seeks to move to Lower Risk:
  - Attestation Statement
  - Document that address each question outlined above by restating the question and providing response to each question individually.
  - Please note that late or incomplete submissions may result in delayed movement to Lower Risk due to additional review time required.
- Once OHA has reviewed and accepted the submission, the documentation and attestation statement will be posted on OHA's website.





**Disaster Management**  
 1710 Red Soils Ct., Ste. 225  
 Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

July 1, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the  
 State of Oregon acting by and through its Oregon Business Development Department and  
Clackamas County for receipt of Personal Protective Equipment

<b>Purpose/Outcomes</b>	Documentation of the value of Personal Protective Equipment (PPE) received by Clackamas County from Oregon Business Development Department (OBDD).
<b>Dollar Amount and Fiscal Impact</b>	Contract documents the value (\$14,710) of PPE. There is no direct fiscal impact as no payment is required for this IGA.
<b>Funding Source</b>	No general funds are involved
<b>Duration</b>	This Agreement shall become effective on the date of the last signature, and shall terminate on December 31, 2021, or the date in which the Coronavirus Aid, Relief, and Economic Security (CARES Act) funding expires, whichever occurs last, unless terminated earlier in accordance with Section 8.
<b>Strategic Plan Alignment</b>	Ensure Safe, Healthy, and Secure Communities by providing PPE to Clackamas County business's at no cost.
<b>Previous Board Action</b>	No previous Board action has been taken.
<b>County Counsel Review</b>	June 3, 2021 AN
<b>Procurement Review</b>	No procurement review required as this is an IGA.
<b>Contact Person</b>	Daniel Nibouar Phone: (503) 650-3381 Email: <a href="mailto:DNibouar@clackamas.us">DNibouar@clackamas.us</a>

**BACKGROUND:**

In response to the COVID 19 pandemic, OBDD has provided free PPE to counties across the state who were able to provide distribution channels to the local business community. Clackamas County received the PPE via the Logistics Section of the Emergency Operation Center (EOC). Working in partnership with Technology Services and Business & Community Services, an online request form system was developed where businesses could request PPE including but not limited to face masks, hand sanitizer and gowns. Requests were fielded through the EOC then sent to Logistics for fulfillment.

In order to document the value of the PPE, OBDD is authorized to enter into Intergovernmental Agreements for the distribution of grants from the Oregon Business, Innovation and Trade Fund established in ORS 285A.227, including this Agreement.



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**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

The value of PPE distributed to Clackamas County is \$14,710.00. This IGA documents the value of the PPE received by Clackamas County. No payment is required.

**RECOMMENDATION:**

Staff respectfully recommends approval of the IGA with the Oregon Business Development Department documenting receipt of PPE to support our business community.

Sincerely,

Daniel Nibouar, Interim Director  
Clackamas County Disaster Management

# **INTERGOVERNMENTAL AGREEMENT**

## **Agreement No. C2021210**

This Agreement is between the State of Oregon acting by and through its Oregon Business Development Department (“OBDD” or “Agency”) and Clackamas County (“Local Government” or “Recipient”), each a “Party” and, together, the “Parties”.

### **SECTION 1: AGREEMENT PURPOSE, AUTHORITY AND DISBURSEMENT GENERALLY**

The Governor’s office in partnership with the Oregon Legislature’s Emergency Board, on June 5, 2020, allocated \$10 Million from the federal CARES Act funding for the purchases of personal protective supplies (“PPE”) for small business. The State of Oregon is fulfilling eligible orders at no charge until PPE resources are depleted. OBDD shall work with local governments to distribute PPE and similar items such as gloves, masks and gowns to Oregon businesses, statewide.

OBDD is authorized to enter into Intergovernmental Agreements for the distribution of grants from the Oregon Business, Innovation and Trade Fund established in ORS 285A.227, including this Agreement. The maximum not-to-exceed grant value of PPE to be distributed to Recipient is \$14,710.00. OBDD will distribute the PPE to Recipient as described in Exhibit A.

This Agreement includes Exhibit A – Statement of Work, Exhibit B - Federal Terms and Conditions and Exhibit C - FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a)).

This Agreement shall become effective on the date of the last signature, and shall terminate on December 31, 2021, or the date in which the Coronavirus Aid, Relief, and Economic Security (CARES Act) funding expires, whichever occurs last, unless terminated earlier in accordance with Section 8.

### **SECTION 2: AUTHORIZED REPRESENTATIVES**

#### **2.1 Agency’s Authorized Representative is:**

Robert Ault  
Enterprise Innovation & Change Manager  
775 Summer St NE, Salem OR 97301  
503-551-0917  
Robert.Ault@oregon.gov

**2.2** Local Government’s Authorized Representative is:

Cindy Moore  
1710 Red Soils Ct  
Oregon City, OR 97045  
971-284-1002  
Cmoore@Clackamas.us

**2.3** A Party may designate a new Authorized Representative by written notice to the other Party.

**SECTION 3: RESPONSIBILITIES OF EACH PARTY**

- 3.1** Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.
- 3.2** Agency shall provide PPE to Local Government as described in Exhibit A. Agency has the right, in its sole discretion, to distribute PPE to Local Government in a value less than the maximum not-to-exceed value amount provided in Section 1.

**SECTION 4: REPRESENTATIONS AND WARRANTIES**

Local Government represents and warrants to Agency that this Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms.

**SECTION 5: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. Local government, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.

**SECTION 6: INDEMNITY**

Each party will defend (subject to ORS chapter 180), save and hold harmless the other from all claims, suits or actions of whatsoever nature, arising out of its activities under this agreement.

The parties' indemnification is limited to the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act and its limits.

## **SECTION 7: LIMITATION OF LIABILITY**

Neither party will be liable for incidental, consequential, or other indirect damages arising out of or related to this agreement, regardless of whether the liability claim is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages of any sort arising solely from the termination of this agreement in accordance with its terms.

## **SECTION 8: TERMINATION**

This Agreement may be terminated at any time by mutual written consent of the Parties.

## **SECTION 9: MISCELLANEOUS**

**9.1 Nonappropriation.** Agency's obligation to distribute PPE, pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

**9.2 Amendments.** The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

**9.3 Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

**9.4 Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be 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 will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**9.5 Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**9.6 Compliance with law.** In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

**9.7 Independent contractors.** The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

**9.8 Intended beneficiaries.** Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**9.9 Force majeure.** Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

**9.10 Assignment and successors in interest.** Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government 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.

**9.11 Subcontracts.** Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

**9.12 Time is of the essence.** Time is of the essence in Local Government's performance of its obligations under this Agreement.

**9.13 Merger and waiver.** This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in



## **EXHIBIT A**

### **STATEMENT OF WORK**

OBDD will distribute PPE to Local Government in one or more deliveries and in amounts as OBDD in its sole discretion determines. Local Government will receive, store, and distribute PPE from OBDD.

- 1. Receiving PPE.** Local Government will arrange to accept delivery of PPE from OBDD according to a mutually agreed upon schedule.
- 2. Inspect of PPE.** Local Government will inspect the PPE and notify OBDD of defects.
- 3. Organize PPE.** Local Government will store and safeguard the PPE as necessary in order to make award decisions and prepare for the distribution of the PPE to Oregon businesses.
- 4. Distribution of PPE.** Local Government will make PPE award decisions and distribute the PPE to eligible Oregon small businesses according to criteria supplied by OBDD and in compliance with the Federal Terms and Conditions provided in Exhibit B. Notwithstanding the not-to-exceed amount provided for in Section 1, Local Government will make obligated small business award decisions only for those PPE resources from OBDD for which the Local Government has accepted delivery. OBDD may expand the scope of distribution as OBDD determines is necessary to serve Oregon businesses.
- 5. Reporting of PPE Distribution/ Return of PPE.** Local Government will make a record of the names of all businesses that receive PPE from the Local Government under this Agreement, along with the amount and type of PPE each respective business receives, providing the record to OBDD within 30 days of the final distribution, but no later than February 1, 2022. Local Government will also provide federal Progress Reports to OBDD and return any PPE as required by Exhibit B.



## **EXHIBIT B**

### **Federal Terms and Conditions**

#### **1. Background and Goals**

In response to the public health crisis in Oregon, the Intergovernmental Agreement provides personal protective equipment (PPE) provided for under the CARES Act, Coronavirus Relief Fund, that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
2. Were not accounted for in OBDD's or Local Government's budget most recently approved as of March 27, 2020; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 31, 2021.

#### **2. Project Activities, Schedule**

Coronavirus Relief Funds may be used only for costs resulting from COVID-19 that were incurred between March 1, 2020 and December 31, 2021. Pursuant to current U.S. Treasury Guidance, for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred).

Recipients must return any PPE that has not been awarded by December 31, 2021, to OBDD or as OBDD directs.

#### **3. U.S. Treasury Guidelines and Answers to FAQs**

Recipient will disburse and return the PPE in accordance with criteria and guidance established and updated by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

Indirect/Administrative Costs. Recipient will not be reimbursed for any indirect costs with Agreement Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by OBDD.

**4. Reporting Requirements**

Progress reports for the Coronavirus Relief Funds are due by October 5, 2021 (for the period October 1, 2020 to September 30, 2021) and within 30 days of the final distribution, but no later than February 1, 2022 (for the period October 1, 2021 to December 31, 2021). Recipient shall report the following information:

Amount of personal protective equipment distributed under this Agreement.

**5. Disbursement Provisions**

OBDD will disburse the PPE after the Agreement is signed and executed, as described in Exhibit A.

**6. Federal Funds**

OBDD’s PPE disbursements to Recipient under this Intergovernmental Agreement will be paid in whole or in part by funds received by the State of Oregon from the United States Federal Government. Recipient, by signing this Agreement, certifies neither it nor its employees, contractors, subcontractors or sub-Recipients who will perform the Project activities are currently employed by an agency or department of the federal government.

**7. Federal Provisions**

The use of all federal funds paid under this Agreement are subject to all applicable federal regulations, including the provisions described below.

Recipient must ensure that any further distribution or payment of the federal 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.

Recipient must include and incorporate the provisions described in this Exhibit in all contracts and subgrants that may use, in whole or in part, the funds provided by this Agreement.

In accordance with U.S. Treasury guidance – Recipient is subject to the following provisions, as applicable:

For purposes of these provisions, the following definitions apply:

**“Contract”** means this Agreement or any contract or subgrant funded by this Agreement

**“Contractor”** and **“Subrecipient”** and **“Non-Federal entity”** mean Recipient or Recipient’s contractors or subrecipients, if any.

**(A)** 2 CFR §200.303 Internal Controls

**(B)** 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

- (C)** Subpart F – Audit Requirements of 2 CFR §§200.500 through 200.521

  - i.** Recipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
  - ii.** If Recipient receives federal awards in excess of \$750,000 in a fiscal year, Recipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OBDD within 30 days of completion.
  - iii.** Recipient must save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.
- (D)** System for Award Management. Recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "sub-Recipients"), including restrictions on subawards to entities that do not acquire and provide (to the Recipient) the unique entity identifier required for SAM registration.
- (E)** Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, enhancement of employee protection from reprisal for disclosure of certain information.

## EXHIBIT C

### FEDERAL AWARD IDENTIFICATION

#### (Required by 2 CFR 200.331(a))

(i) Recipient Name*: <i>(must match DUNS registration)</i>	Clackamas, County of
(ii) Recipient's DUNS number:	09-699-2656
(iii) Federal Award Identification Number (FAIN):	NA
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	June 5, 2020
(v) Agreement period of performance start and end dates:	Start: March 1, 2020 End: December 31, 2021
(vi) Total amount of federal funds obligated by this Agreement:	\$14,710.00
(vii) **Total amount of federal award committed to Recipient by Agency: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$14,710.00
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Business Development Department
Contact information for awarding official of pass-through entity:	Robert Ault <a href="mailto:Robert.Ault@oregon.gov">Robert.Ault@oregon.gov</a> 503-551-0917
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount:
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<p>*For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.</p> <p>**The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.</p>	



**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378  
[clackamas.us](http://clackamas.us)

July 1, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a FY18 State Homeland Security Program (SHSP) Grant Agreement extension between Clackamas County and the State of Oregon for a Regional Fuel Shortage Plan.

<b>Purpose/Outcomes</b>	This amendment is the first amendment to agreement #18-206 between Clackamas County and the State of Oregon to extend the current agreement for the development of a regional fuel shortage plan.
<b>Dollar Amount and Fiscal Impact</b>	FY18 SHSP funds under the Clackamas County agreement will remain at \$175,000. There is no increase.
<b>Funding Source</b>	FY18 SHSP grant via the Oregon Military Department, Office of Emergency Management. No general fund dollars involved.
<b>Duration</b>	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on September 30, 2021.
<b>Previous Board Action/Review</b>	The Board of County Commissioners approved the FY18 SHSP Agreement with the on February 1, 2018, agenda item D.1.
<b>Strategic Plan Alignment</b>	Ensure Safe, Healthy and Secure Communities by developing a plan to address strategies and coordination in the event of a major fuel shortage.
<b>Counsel Review</b>	
<b>Contact Person</b>	Daniel Nibouar –Disaster Management x.3381
<b>Contract No.</b>	N/A

**BACKGROUND:**

The State Homeland Security Grant Program (SHSP) provides funding to support the implementation of risk-driven, capabilities-based, State Homeland Security Strategies to address capability targets. In FY 18, \$175,000 was awarded to Clackamas County to support the development of emergency fuel plans for Clackamas and Multnomah Counties. This funding supports a wider regional effort to align strategies and coordination in the event of a major fuel shortage or supply chain disruption. Urban Areas Security Initiative (UASI) funds are also supporting this project.

This amendment supports the continuation of emergency fuel planning efforts, which were delayed due to ongoing response efforts to COVID-19, September 2020 Wildfires, and 2021 Winter Ice Storm events.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Daniel Nibouar, Interim Director

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
STATE HOMELAND SECURITY PROGRAM  
CFDA # 97.067**

***AMENDMENT #1***

**This is Amendment #1 to Grant Agreement #18-206 effective December 12, 2018, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clackamas County.**

**THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):**

Section 1: Section 1 is hereby amended as follows:

**Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2018** and ending, unless otherwise terminated or extended, on *[September 30, 2020]* **September 30, 2021** (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement..

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Approved by:

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Traci Naile, Operations and Preparedness Section Manager, OEM

Date

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Signature of Authorized Subgrantee Official

Date