



Procurement & Contracting Services

Public Services Building
2051 Kaen Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with CINTAS Corporation No. 2
for Countywide Uniform Services

Table with 2 columns: Category (Purpose/Outcomes, Dollar Amount and Fiscal Impact, Funding Source, Duration, Previous Board Action, Strategic Plan Alignment, Procurement Review, Counsel Review, Contact Person, Contract No.) and Description.

Background:

Many county departments and divisions use uniform rental and laundry services. The procurement division focused on a strategic path to utilize one vendor and one contractual agreement for all departments and divisions to save time and dollars to obtain and use these services. Procurement is able to purchase through the Omnia Partners Consortium for this countywide contract.

Procurement Process:

Procurement issued a notice of intent to purchase from the Omnia Partners Contract # R-BB-19002 on June 23, 2021. No responses were received.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Cintas Corporation No. 2 for Countywide Uniform Services.

Sincerely,

Elizabeth Comfort (handwritten signature)

Elizabeth Comfort
Finance Director

Placed on the BCC Agenda _____ by Procurement and Contract Services

**CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract #4301**

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”) and CINTAS Corporation No. 2, a Nevada Corporation (“Contractor”). As used below, "Contract" or “Contract Documents” or similar term shall include this Addendum and the Facilities Solutions Agreement under the Omnia Partners Contract #R-BB-19002, attached and hereby incorporated as Exhibit A. In addition to the County, these services are for all Clackamas County entities including but not limited to North Clackamas Parks and Recreation District, Water Environment Services, and the Development Agency. For all purposes under this Contract and Addendum, these entities shall be deemed to be the County. To the extent there is any conflict between the Contract Documents, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective **July 1, 2021** and upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **October 31, 2023**.
- B. County Contract Administrator.** The County Contract Administrator for this Contract is **County Procurement Services, Kim Randall**.
- C. Consideration.** County will pay for services in accordance to **Exhibit B**, Price Agreement, as amended and approved under the Master Agreement # R-BB-19002, effective February 1, 2021. The estimated monthly expense for all County Departments and Divisions is \$16,600.00 per month, or \$199,200.00 per fiscal year. The total contract compensation shall not exceed **\$448,200.00** over the entire term of the Contract.
- D. Invoices and Payments.** Invoices shall be submitted to each individual department using the services. A listing of current locations requesting service under this Contract is included in the Multiple Location Contract Addendum, attached and hereby incorporated as **Exhibit C**.

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within ninety (90) 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.

- E. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on the Commercial General Liability policy. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input type="checkbox"/> Required – 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.
<input checked="" type="checkbox"/> Required – 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.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- F. Debt Limitation.** The 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.
- G. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished by Contractor.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. 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 breach entitling County to terminate this Contract for cause.
- H. Governing Law; Venue.** 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.
- I. 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 and, upon the termination date, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any material Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. In the event County terminates this Contract for lack of funding, appropriation, or other expenditure authority pursuant to this Subsection I (ii), County shall not be required to pay the termination charges set forth in Section 13 of the Facilities Solution Agreement.
- J. Compliance.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.
- K. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

- L. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its 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 negligent acts or omissions Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- M. Flame Resistant Garments.** County agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). COUNTY ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH COUNTY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. County agrees to notify all employees and other agents of County who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. County acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of County.
- N. High Visibility Garments.** County bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. County acknowledges and understands that the Garments alone do not ensure visibility of the wearer. County further acknowledges that Contractor is relying upon County to determine whether any Garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. County acknowledges that Contractor has made no other representations, covenants or warranties, whether express or implied, related to the Garments.
- O. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- P. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- Q. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- R. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

S. **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.

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

Cintas Corporation No. 2
9045 N. Ramsey Blvd
Portland, OR 97203

Clackamas County



Authorized Signature Date 7/28/2021

Chair

Duane Lapeyri

Name/Title (Printed)

Recording Secretary Date

756580-89 FBC / Nevada
Oregon Business Registry #

Approved As To Form:
Andrew Naylor Digitally signed by Andrew Naylor
Date: 2021.08.05 10:27:48 -07'00' 8/5/21

County Counsel Date



FACILITIES SOLUTIONS AGREEMENT

Location No. 463

Contract No. 40501/ 58002

Customer No. Multiple

Main Corporate Code → New CC 13218

Date 7/28/2021

Customer/Participating Agency: Clackamas County

Phone: 503-742-5400

Address: 2051 Kaen RD City

State: Oregon Zip: 97045

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Attached Exhibit B Price List effective 2-1-2021	

- This agreement is effective as of this date from 7/1/2021 to 10/31/2023, with a minimum term of 27 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ _____ ea • Company Emblem \$ _____ ea
- Customer Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Minimum Charge \$ _____ per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples" A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		See Attached Exhibit B Price List effective 2-1-2021			

*Indicated bundled items/services

_____ Initial and check box if Unilease. All Garments will be cleaned by customer

_____ Date _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control

_____ Date _____ customer. Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values

CUSTOMER:

Cintas Loc. No: 463 Please Sign Name _____

By: Duane Lapeyri Please Print Name _____

Title: Service Manager Please Print Title _____

CINTAS Corporation:

Accepted-GM:  Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement # R-BB-19002 in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

Supplier General Service Terms Section

2. Prices: Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit B, "Merchandise & Pricing" at the prices set forth in Exhibit B. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement. This minimum charge does not apply to the sites that are utilizing hand sanitizer only.
3. Buyback of Non-Standard Garments: Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit B. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
4. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
5. Garments' Lack of Flame Retardant or Acid Resistant Features: Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. Logo Mats: In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. Adding Employees: Additional employees and Merchandise may be added to this Agreement at any time upon written request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit B. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems, as indicated in Exhibit B.
8. Emblem Guarantee: Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit B of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit B.
10. Terminating Employees: Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. Replacement: In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. Indemnification: To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.

13. Additional Items: Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured or by Customer for lack of appropriation of sufficient funds, as set forth in the **Government Addendum** executed contemporaneously herewith, Customer will pay to Company as termination charges and not as a penalty based upon the following schedule:

- If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.
- If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.
- If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.
- If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

14. A listing or current locations requesting service under this agreement is noted in the Multiple Location Contract Addendum attached and hereby incorporated as Exhibit C.

EXHIBIT B PRICE LIST
Effective 2/1/2021

Supplier/Item Number	Description	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge	NEW RENTAL PRICE	NEW LEASE PRICE	NEW L/R PRICE
Garments							
205	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton	\$ 0.132	\$ 0.173	\$ 17.31	\$ 0.134	\$ 0.175	\$ 17.514
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	\$ 0.173	\$ 0.234	\$ 20.36	\$ 0.175	\$ 0.237	\$ 20.604
268	Pro-Knit Tee Shirt 100% Poly	\$ 0.132	\$ 0.173	\$ 16.29	\$ 0.134	\$ 0.175	\$ 16.483
270	Comfort Work Cargo Pants 65/35 Poly Cotton	\$ 0.255	\$ 0.336	\$ 27.49	\$ 0.258	\$ 0.340	\$ 27.816
273	High Image Work Shirt 65/35 Poly Cotton	\$ 0.193	\$ 0.255	\$ 23.41	\$ 0.196	\$ 0.258	\$ 23.695
275	High Image Performance Polo Shirt 100% Microfiber Poly	\$ 0.255	\$ 0.346	\$ 28.50	\$ 0.258	\$ 0.350	\$ 28.846
280	Flame Resistant Jean	N/A	\$ 0.560	\$ 49.88	N/A	\$ 0.560	\$ 49.88
290	Flame Resistant Carpenter Jean	N/A	\$ 0.560	\$ 49.88	N/A	\$ 0.560	\$ 49.88
294	Flame Resistant Work Shirt	N/A	\$ 0.428	\$ 49.88	N/A	\$ 0.428	\$ 49.88
317	Food Service, Female Chef Coat, XS-XL	\$ 0.336	\$ 0.448	\$ 25.45	\$ 0.340	\$ 0.453	\$ 25.755
330	Cotton Work Shirt 100% Cotton	\$ 0.193	\$ 0.255	\$ 18.32	\$ 0.196	\$ 0.258	\$ 18.544
340	Cotton Work Pants 100% Cotton	\$ 0.255	\$ 0.346	\$ 23.92	\$ 0.258	\$ 0.350	\$ 24.210
366	High Image Jacket 65/35 Poly Cotton	\$ 0.265	\$ 0.356	\$ 45.81	\$ 0.268	\$ 0.361	\$ 46.360
370	Comfort Work Cargo Short 65/35 Poly Cotton	\$ 0.244	\$ 0.316	\$ 27.49	\$ 0.247	\$ 0.319	\$ 27.816
371	Flame Resistant Work Pant	N/A	\$ 0.428	\$ 44.79	N/A	\$ 0.428	\$ 44.79
374	Executive Dress Shirt 57/43 Poly Cotton	\$ 0.193	\$ 0.255	\$ 22.40	\$ 0.196	\$ 0.258	\$ 22.665
381	Carhartt 5 Pocket Jeans 100% Cotton	\$ 0.285	\$ 0.377	\$ 27.49	\$ 0.288	\$ 0.381	\$ 27.816
382	Carhartt Carpenter Jeans 100% Cotton	\$ 0.285	\$ 0.377	\$ 30.54	\$ 0.288	\$ 0.381	\$ 30.906
383	Carhartt Work Pants 100% Cotton	\$ 0.326	\$ 0.428	\$ 25.45	\$ 0.330	\$ 0.433	\$ 25.755
384	Carhartt Shirt 100% Cotton	\$ 0.255	\$ 0.336	\$ 25.45	\$ 0.258	\$ 0.340	\$ 25.755
390	Womens Fit Comfort Work Pant (slim)	\$ 0.204	\$ 0.275	\$ 21.38	\$ 0.206	\$ 0.278	\$ 21.635
391	Flame Resistant Coverall	N/A	\$ 0.896	\$ 85.51	N/A	\$ 0.896	\$ 85.51
394	Jean Pant 100% Cotton	\$ 0.214	\$ 0.295	\$ 20.36	\$ 0.216	\$ 0.299	\$ 20.604
395	Womens Fit Comfort Work Pant	\$ 0.204	\$ 0.275	\$ 21.38	\$ 0.206	\$ 0.278	\$ 21.635
517	Food Service, Chef Coat XS-XL	\$ 0.336	\$ 0.448	\$ 25.45	\$ 0.340	\$ 0.453	\$ 25.755
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton	\$ 0.122	\$ 0.173	\$ 13.74	\$ 0.124	\$ 0.175	\$ 13.908
865	Pleated Comfort Work Pants 65/35 Poly Cotton	\$ 0.204	\$ 0.275	\$ 22.40	\$ 0.206	\$ 0.278	\$ 22.665
912	Coverall 7.5 oz 65/35 Poly Cotton	\$ 0.193	\$ 0.255	\$ 30.54	\$ 0.196	\$ 0.258	\$ 30.906
925	White Lab Coat 80/20 Poly Cotton	\$ 0.183	\$ 0.244	\$ 25.45	\$ 0.185	\$ 0.247	\$ 25.755
935	Comfort Work Shirts 65/35 Poly Cotton	\$ 0.153	\$ 0.173	\$ 15.27	\$ 0.155	\$ 0.175	\$ 15.453
945	Comfort Work Pants 65/35 Poly Cotton	\$ 0.163	\$ 0.193	\$ 18.32	\$ 0.165	\$ 0.196	\$ 18.544
970	Lined Service Jacket 65/35 Poly Cotton	\$ 0.305	\$ 0.407	\$ 31.56	\$ 0.309	\$ 0.412	\$ 31.937
8841	Food Service Polo Shirt S-XL	N/A	N/A	N/A	N/A	N/A	N/A
66273	High Image Womens Work Shirt 65/35 Poly Cotton	\$ 0.193	\$ 0.255	\$ 23.41	\$ 0.196	\$ 0.258	\$ 23.695
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	\$ 0.255	\$ 0.346	\$ 28.50	\$ 0.258	\$ 0.350	\$ 28.846
67627	Food Service, V-Neck Apron One Size	\$ 0.316	\$ 0.417	\$ 14.25	\$ 0.319	\$ 0.422	\$ 14.423
71125	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton	\$ 0.255	\$ 0.326	\$ 26.47	\$ 0.258	\$ 0.330	\$ 26.786
82497	White Polyester Butcher Coat 100% Poly	\$ 0.193	\$ 0.255	\$ 24.43	\$ 0.196	\$ 0.258	\$ 24.725

EXHIBIT B PRICE LIST
Effective 2/1/2021

Supplier/Item Number	Description	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge	NEW RENTAL PRICE	NEW LEASE PRICE	NEW L/R PRICE
82670	Chef Coat 65/35 Poly Cotton	\$ 0.183	\$ 0.244	\$ 23.41	\$ 0.185	\$ 0.247	\$ 23.695
NON-Garments							
1801	2x3 Spring Mat	\$ 1.53	\$ 52.94		\$ 1.545	\$ 53.571	\$ -
1802	3x5 Spring Mat	\$ 2.29	\$ 66.17		\$ 2.318	\$ 66.964	\$ -
6913	24 oz Synth Wet Mop	\$ 1.53	\$ 15.27		\$ 1.545	\$ 15.453	\$ -
7001	36" Microfiber Mop Head	\$ 0.46	\$ 12.22		\$ 0.464	\$ 12.363	\$ -
7116	12" Microfiber Mop Head	\$ 0.18	\$ 5.09		\$ 0.185	\$ 5.151	\$ -
7245	Microfiber Mop Handle	\$ 0.81	\$ 10.18		\$ 0.824	\$ 10.302	\$ -
9313	Moisturizing Soap Refill - 1000ml	\$ 2.04	N/A		\$ 2.060	N/A	
9314	Heavy Duty Soap Scrub Service - 1000ml	\$ 2.04	\$ 25.45		\$ 2.060	\$ 25.755	\$ -
9332	Antibacterial Gel Soap Service - 1000ml	\$ 1.53	\$ 25.45		\$ 1.545	\$ 25.755	\$ -
9581	Dual Chamber Mop Bucket	\$ 2.55	\$ 127.25		\$ 2.576	\$ 128.777	\$ -
9582	Pulse Mop	\$ 1.78	\$ 111.98		\$ 1.803	\$ 113.324	\$ -
10196	3x5 Traffic Mat	\$ 2.04	\$ 46.83		\$ 2.060	\$ 47.390	\$ -
843XX	3x5 Logo Mat	\$ 2.44	\$ 84.49		\$ 2.473	\$ 85.508	\$ -
84302	3x5 Safety Mat	\$ 3.31	\$ 66.17		\$ 3.348	\$ 66.964	\$ -
Head & Hand Protecton Program (signed addendum required)							
869320700	11" CLASS 00 RUBBER INSULATING GLOVES-YELLOW	\$ 2.15	\$ 56.24		\$ 2.174	\$ 56.919	\$ -
869320350	11" CLASS 00 RUBBER INSULATING GLOVES-BLACK	\$ 2.15	\$ 56.24		\$ 2.174	\$ 56.919	\$ -
754910300	ARC GUARD FR KNIT GLOVE	\$ 0.86	\$ 22.14		\$ 0.865	\$ 22.407	\$ -
869380000	10" LEATHER PROTECTORS	\$ 0.76	\$ 21.38		\$ 0.773	\$ 21.635	\$ -
601960600	CANVAS GLOVE BAG	\$ 0.58	\$ 21.38		\$ 0.587	\$ 21.635	\$ -
	SIZES AVAILABLE 8-12		\$ -			\$ -	
OPTIONAL HAND PROTECTION ITEMS							
869320150	11" CLASS 00 RUBBER INSULATING GLOVES-RED	\$ 2.15	\$ 56.24		\$ 2.174	\$ 56.919	\$ -
869330700	11" CLASS 0 RUBBER INSULATING GLOVES-YELLOW	\$ 2.30	\$ 62.64		\$ 2.328	\$ 63.389	\$ -
869330350	11" CLASS 0 RUBBER INSULATING GLOVES-BLACK	\$ 2.40	\$ 62.64		\$ 2.431	\$ 63.389	\$ -
869330150	11" CLASS 0 RUBBER INSULATING GLOVES-RED	\$ 2.30	\$ 62.64		\$ 2.328	\$ 63.389	\$ -
869350700	14" CLASS 2 RUBBER INSULATING GLOVES-YELLOW	\$ 4.51	\$ 123.08		\$ 4.564	\$ 124.553	\$ -
869350350	14" CLASS 2 RUBBER INSULATING GLOVES-BLACK	\$ 4.51	\$ 123.08		\$ 4.564	\$ 124.553	\$ -
869350150	14" CLASS 2 RUBBER INSULATING GLOVES-RED	\$ 4.51	\$ 123.08		\$ 4.564	\$ 124.553	\$ -

EXHIBIT B PRICE LIST
Effective 2/1/2021

Supplier/Item Number	Description	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge	NEW RENTAL PRICE	NEW LEASE PRICE	NEW L/R PRICE
869390000	12" LEATHER PROTECTORS	\$ 0.90	\$ 24.48		\$ 0.907	\$ 24.777	\$ -
	INCREASED GLOVE TESTING FREQUENCY PER SET	\$ 1.02			\$ 1.030		
	HEAD PROTECTION PROGRAM						
601940000	CLEAR SAFETY GLASSES	\$ 0.102	\$ 4.07		\$ 0.103	\$ 4.121	\$ -
745030300	12 CAL PUREVIEW FACESHIELD	\$ 2.53	\$ 106.89		\$ 2.565	\$ 108.173	\$ -
745010000	MSA SLOTTED HARD HAT-WHITE	\$ 0.448	\$ 21.38		\$ 0.453	\$ 21.635	\$ -
823370200	12 CAL BALACLAVA-NAVY	\$ 0.356	\$ 17.31		\$ 0.361	\$ 17.514	\$ -
668940000	HARD HAT/FACE SHIELD KNIT BAG	\$ 0.346	\$ 15.56		\$ 0.350	\$ 15.742	\$ -
	OTHER CHARGES						
15	Service Charge						
15	NYC Service Charge						
106	Service Charge						
106	NYC Service Charge						
125	Make Up Charge Per Garment	\$ 1.53			\$ 1.545		
	Make Up/Emblems Waived on Install?						
	Minimum Stop Charge						
	NYC Minimum Stop Charge						
7329	Non-Standard Special Cut - Non-FRC	\$ 0.153			\$ 0.155		
5329	Non-Standard Special Cut - FRC COVERALL	\$ 0.153			\$ 0.155		
5330	Non-Standard Special Cut - FRC PTS/SHIRTS	\$ 0.153			\$ 0.155		
2	Uniform Advantage						
13	Premium Uniform Advantage						
14	Emblem Advantage						
7074	Prep (Makeup) Advantage						
8874	Mat Advantage						

PRICE LIST FOR DIRECT PURCHASE ITEMS

Effective 2/1/2021

ITEM #	Description	OMNIA Ceiling Price	NEW Ceiling Price
205	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cotton	\$21.98	\$22.24
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	\$20.35	\$20.59
268	Pro-Knit Polo Shirts 100% Poly	\$16.48	\$16.68
270	Comfort WorkCargo Pant 65/35 Poly/Cotton	\$25.44	\$25.75
273	High Image Work Shirt 65/35 Poly/Cotton	\$27.48	\$27.81
275	High Image Performance Polo Shirt 100% Microfiber Poly	\$30.22	\$30.59
330	Cotton Work Shirt 100% Cotton	\$20.35	\$20.59
332	Cintas Woven Chambray	\$28.39	\$28.73
340	Cotton Work Pant 100% Cotton	\$22.39	\$22.65
366	High Image Jacket 65/35 Poly/Cotton	\$61.07	\$61.80
370	Comfort WorkCargo Short 65/35 Poly/Cotton	\$20.35	\$20.59
374	Executive Dress Shirt 57/43 Poly/Cotton	\$18.31	\$18.53
390	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim Fit)	\$18.31	\$18.53
394	Jean Pant 100% Cotton	\$25.64	\$25.95
395	Womens Fit Comfort Work pant 65/35 Poly/Cotton	\$18.31	\$18.53
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly/Cotton	\$21.06	\$21.32
865	Pleated Comfort Work Pant 65/35 Poly/Cotton	\$18.31	\$18.53
912	Coverall 7.5 oz 65/35 Poly/Cotton	\$26.46	\$26.78
935	Comfort Work Shirt 65/35 Poly/Cotton	\$16.28	\$16.47
945	Comfort Work Pant 65/35 Poly/Cotton	\$18.31	\$18.53
970	Lined Service Jacket 65/35 Poly/Cotton	\$28.49	\$28.84
8723	Tecasafe Plus FR Coverall	\$112.68	\$114.03
36550	Baggy Chef Pant 65/35 Poly/Cotton	\$18.31	\$18.53
48480	Happy Chef Food Service, Chef Hat, Student (Beret)	\$5.08	\$5.14
59925	White Lab Coat 80/20 Poly/Cotton LS	\$15.26	\$15.44
60087	Carhartt FR Work Shirt	\$66.87	\$67.67
63869	Carhartt Canvas Jean	\$76.03	\$76.95
65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS	\$30.22	\$30.59
65493	Cintas Gripper Snap Polo	\$21.06	\$21.32
66273	High Image Womens Work Shirt 65/35 Poly/Cotton	\$27.48	\$27.81
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	\$30.22	\$30.59

PRICE LIST FOR DIRECT PURCHASE ITEMS

Effective 2/1/2021

ITEM #	Description	OMNIA Ceiling Price	NEW Ceiling Price
70610	Carhartt FR Carpenter Jean	\$71.45	\$72.31
70644	UltraSoft FR Pant	\$48.55	\$49.13
74307	Carhartt Pocket Jeans 100% Cotton	\$39.39	\$39.86
74308	Carhartt Carpenter Jeans 100% Cotton	\$43.97	\$44.50
74309	Carhartt Work Pants 100% Cotton	\$48.55	\$49.13
82497	White Polyester Butcher Coat 100% Poly	\$25.64	\$25.95
82976	Cintas Bib Apron	\$5.08	\$5.14
100446	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	\$7.12	\$7.20
106452	Cintas Classic Chef Coat	\$36.64	\$37.08
106943	Cintas Classic Che Coat Womens	\$36.64	\$37.08

Multiple Location Contract Addendum

This Multiple Location Contract Addendum ("Addendum") is effective as of the date of execution 09/15/2020 (hereinafter "Execution Date") between Cintas Corporation No. 2, a corporation organized and existing under the laws of the State of Oregon with its principal office located at 6800 Cintas Blvd., Mason, Ohio 45040, or any of its subsidiaries, successors and assigns, (hereinafter "Company") and Clackamas County organized and existing under the laws of the State of Oregon with its principal office located at 2051 Kane RD Oregon City OR, 97045 (hereinafter Customer), amends the existing agreement between Company and Customer 09/15/2020 ("Agreement").

Customer Sites Address List

- Clackamas County DSB Building: 150 Beaver creek RD Oregon City OR 97045
- Clackamas County Dog Services: 13141 SE Highway 212 Clackamas OR 97015
- Clackamas County Fleet Services: 902 Abernethy RD Oregon City OR 97045
- Clackamas County Roads Services: 902 Abernethy RD Oregon City OR 97045
- Clackamas Dental: 9775 SE Sunnyside RD STE 200 Clackamas OR 97015
- Kellogg Creek Wastewater: 11525 SE Mcloughlin BLVD Portland OR 97222
- Tri-City Wastewater Treatment: 15941 Agnes AVE Oregon City OR 97045

1. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of the Addendum shall control. Except as otherwise set forth in this Addendum, the Agreement shall remain in full force and effect.

COMPANY:

CUSTOMER: Clackamas County

CINTAS CORPORATION

x _____

BY: *Duane Lapeyri*

BY: _____

NAME: Duane Lapeyri

NAME: _____

TITLE: Service manager

TITLES _____

DATE: 7/28/2021

DATE: _____

*Required completion for any MLRA and/or MLA managed centrally,



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

August 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

FEMA-4599-DR-OR Infrastructure Contract
For the 2021 Winter Ice Storm

Purpose/Outcome	Approval to accept a grant award from the State of Oregon, by and through the Oregon Military Department (OEM) for FEMA-4599-DR-OR Infrastructure for the 2021 Ice Storm.
Dollar Amount and Fiscal Impact	No dollar figure is committed at this time, but financial commitments will be made by OEM and FEMA.
Funding Source	Federal funding provided by FEMA and administered by Oregon Emergency Management (OEM)
Duration	The agreement will terminate when the projects associated with the event are complete.
Previous Board Action	N/A
Strategic Plan Alignment	N/A
County Counsel Review	Reviewed and approved by County Counsel ARN 8-11-21
Contact Person	Christa Bosserman-Wolfe, Deputy Finance Director 503-758-4839

BACKGROUND:

In February 2021, Clackamas County experienced the worst winter ice storm in the last 40 years. The County activated the Emergency Operations Center and began tracking costs for a FEMA event. Attached is an agreement, through the State of Oregon, to accept FEMA funding.

This agreement, provided by FEMA and administered by OEM, is issued under the authority of Presidential Major Disaster Declaration FEMA-4599-DR-OR. OEM will reimburse Clackamas County for eligible costs for the restoration of public facilities damaged from February 11, 2021, through February 15, 2021. FEMA will reimburse the County up to 75 percent of eligible costs. Clackamas County is required to cover the remaining 25 percent and this is considered matching funds for the agreement.

The agreement is an open-ended award amount and the value will be determined by FEMA through OEM. Based on expenditures to date, County Finance anticipates the total agreement to be approximately \$4.7 million dollars.

OEM has requested that Clackamas County return the attached formal contract as soon as possible.



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners accept this grant agreement.

Respectfully submitted,

Christa Bosserman-Wolfe
Deputy Finance Director

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4599-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and «Name» a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT".

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storm from February 11, 2021 through February 15, 2021.

WHEREAS OEM is authorized by the 2021 FEMA-State Agreement for the Severe Winter Storm to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4599-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of February 11, 2021 through February 15, 2021, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion

of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4599-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4599-DR-OR, that amount is \$132,800.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for initial approval, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.

- c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4599-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.334.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.313 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 330, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Assistance Listing / CFDA number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the

property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
- d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
- e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
- f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
- g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.

- 2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (Federal Listings number-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project

Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30-day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement 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, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT 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 the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Minimum

Wages; Employment Conditions; Minors (ORS Chapter 653) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its

Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting.
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*), section 508 of the Clean Water Act (33 U.S.C. 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1.1 *et seq.*).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 SEVERABILITY

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 and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

Christa Bosserman-Wolfe
Deputy Finance Director
2051 Kaen Rd
Oregon City, OR 97045
Phone: (503) 758-4839
Fax: (503) 742-5401

For OEM:

Stanton E Thomas
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503) 378-3181
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the

terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

Stanton E. Thomas, Alternate GAR
Office of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Sam Zeigler
Assistant Attorney General
By Email
DATE: 12/1/20

Federal Tax ID No. (TIN): 93-6002286

DUNS #: 096992656

Organization: Clackamas County

Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA: 97.036

Address: 2051 Kaen Rd, Oregon City, OR 97045

Phone: 503-655-8581