



Daniel Nibouar
Interim Director

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

T 503-655-8378

clackamas.us

December 16, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with Colton Fire District for COVID Vaccine Administration. Contract Maximum is \$150,000. No County General Funds are Involved

Purpose/Outcomes	Conduct distribution of COVID-19 vaccine via community clinics.
Dollar Amount and Fiscal Impact	Contract maximum value is \$150,000.
Funding Source	Funding through FEMA. No County General Funds are involved.
Duration	Effective upon signature and terminates on December 31, 2022
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on December 02, 2021 - KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. The documents are IGA.
Contact Person	Philip Mason-Joyner, EOC Command – (503) 742-5956
Contract No.	10495

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreements with the Colton Fire District for COVID-19 vaccine administration.


Clackamas County desires to partner with local fire agencies to conduct COVID-19 testing and distribution of COVID vaccine via community clinics based on guidelines established by the Oregon Health Authority.

Contract maximum value is \$150,000. This contract is effective upon signature and continues through December 31, 2022.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreements with the Colton Fire District for COVID-19 vaccine administration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel Nibouar". The signature is written in a cursive style with a large initial 'D' and a long horizontal stroke at the end.

Daniel Nibouar
Disaster Management

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND COLTON FIRE DISTRICT
Contract #10495**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Colton Fire District (Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Clackamas County desires to partner with Colton Fire District in support of the County's efforts towards Reopening Clackamas as a component of the prerequisites required by the Governor's Office. The County is requesting local fire agencies to support distribution of COVID-19 vaccine via community clinics

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon signature, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2022, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed one hundred fifty thousand dollars (\$150,000.) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with 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 Clackamas County, and their 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 Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so

addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Philip Mason-Joyner, Public Health Director, or their designee will act as liaison for the County.

Contact Information:

503-742-5956 - PMason@clackamas.us

Chief Todd Gary, or their designee will act as liaison for the Agency.

Contact Information:

503-969-7459- tgary@coltonfiredistrict.org

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 County 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, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including HIPAA and state privacy laws. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **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 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- F. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- K. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.
- L. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall 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 Agreement.
- S. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- U. **Federal terms.** Agency agrees to comply with the federal terms and conditions, and execute all required certifications, set forth in Exhibit D, attached hereto and incorporated by this reference herein.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

COLTON FIRE DISTRICT

Chair, Board of County Commissioners



Todd Gary, Fire Chief

Date

12/03/2021

Date

Approved as to form:
Date:



EXHIBIT A SCOPE OF WORK

Background and Purpose:

- The Clackamas County Public Health Division is requesting the support of local fire agencies in conducting distribution of COVID-19 vaccine via community clinics, drive-thru events, or other congregate settings (e.g. workplaces, retirement communities, and other congregate settings)

1) Vaccine Administration for COVID-19

Agency will:

- Will provide medical and administrative staff, as staffing allows, to community events to provide vaccine administration for eligible populations, when requested by the County.
- Enter vaccine administration data into the ALERT IIS system within 24 hours of clinic date for COVID vaccine.
- Assist in promoting community events via website, flyers, etc. when requested by the county.

County will:

- Support logistics coordination including event set-up (e.g. tents), paperwork, data entry technology (laptops, hot spots, extension cords), administrative and support staff, interpretation, traffic control, etc., if requested in advance and approved.
- Provide Vaccine.
- Providing culturally and linguistically appropriate staff as appropriate.
-

Compensation

- \$80 per vaccination staff (medical Staff administering vaccines), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter ($\frac{1}{4}$) hour increments.
- \$30 per support and administrative staff (Non-medical staff), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter ($\frac{1}{4}$) hour increments.
- Agency to invoice CCPHD within 30 days of community event.

Method of Payment. To receive payment, Agency shall submit invoices as follows:

Agency shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract #10495, dates of service, assignment, number of hours billed, number of tests conducted, and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate Agency name and contract #10495 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided County has approved the service specified on the invoice, County shall pay the amount requested to Agency.

EXHIBIT B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means COLTON FIRE DISTRICT, 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-cpq-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:

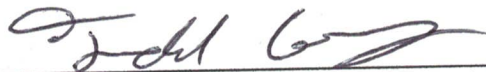
Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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, COLTON FIRE DISTRICT, 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.



Signature of Contractor's Authorized Official

Todd Gary, Fire Chief
Name and Title of Contractor's Authorized Official

12/03/2021
Date

INVOICE
SAMPLE

Date: _____

COLTON FIRE DISTRICT

Address:
 City, State, Zip
 Code
 Phone: (XXX)XXX-XXXX

Program: Immunizations

SASMP

To: Clackamas County Public Health Division
 Attention: Accounts Payable
 2051 Kaen Road, # 367
 Oregon City, Oregon 97045
 Direct Line: (503)742-5302
 Fax: (503)742-5979

Or electronically to: PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract # 9911 in the subject of the e-mail.

Contract # 10495

Month Service Provided
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
02/10/21	# of hours per person (2hrsx\$50per hr. x 2 staff)	\$200.
		6
	# of Covid-19 vaccines administered	0
	Grand Total	\$200.



Daniel Nibouar
Interim Director

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

T 503-655-8378

clackamas.us

December 16, 2021
Board of County Commissioners, Clackamas County

**Approval of an Intergovernmental Agreement with the Oregon State Police (OSP) for the Transfer of Medical Examiner Equipment for Mass Fatality Incident Response. Funded Through Department of Homeland Security's Urban Area Securities Initiative (UASI) Grants #16-0170 and 17-0009.
No County General Funds are Involved.**

Purpose/Outcome	Execution of OSP Agreement # PO-25700-00003151 to transfer Mass Fatality equipment from Clackamas County Disaster Management to the Oregon State Medical Examiner's Office. This allows for the equipment to be utilized throughout the State of Oregon in the event of a mass fatality incident.
Dollar Amount and Fiscal Impact	Total cost of equipment was \$550,609.19 purchased using UASI Grants #16-0170 and #17-0009. The equipment was 100% grant funded. There are no costs to the County.
Funding Source	Equipment was purchased through UASI Grant #16-0170 and UASI Grant #17-009. No County General Funds were involved.
Duration	From approval until transfer of equipment is complete.
Previous Board Action/Review	The Board of County Commissioners approved UASI Grant #16-0170 Intergovernmental Agreement with the City of Portland on August 3, 2017, agenda item E.1 and UASI Grant #17-0009 approved on May 24, 2018, agenda item E.2. Discussed at Consent Issues on 12/14/21.
Strategic Plan Alignment	This agreement supports Ensure Safe, Healthy and Secure Communities with rapid response, recovery and repatriation during a Mass Fatality Incident.
Counsel Review	Kathleen Rastetter has approved this agreement as to form on 11/30/21.
Procurement Review	Original purchases were processed through procurement.
Contact Person	Cathy Phelps, Chief Medicolegal Death Investigator, 503-655-8380

Background:

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. The State and local County Medical Examiner's Offices have been working on Mass Fatality planning, response and recovery. The purchase of these assets enhances the region/state capabilities. The State Medical Examiner's Office is responsible for the cost of annual maintenance, upgrades, and replacement of equipment funded by these grants. This agreement will transfer ownership to OSP, State Medical Examiner Division.

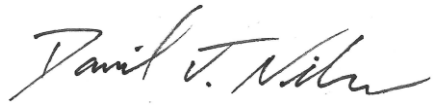
Procurement Process:

The equipment was purchased in accordance with Clackamas County Procurement Guidelines as well as UASI Grant requirements.

Recommendation:

Staff respectfully recommends the Board approves the Intergovernmental Agreement with Oregon State Police to enhance critical Mass Fatality Incident response capabilities.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Daniel Nibouar". The signature is written in a cursive style with a large initial 'D' and a long, sweeping underline.

Daniel Nibouar
Interime Director of Disaster Management

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY DISASTER MANAGEMENT AND THE STATE OF
OREGON MEDICAL EXAMINER'S OFFICE FOR THE TRANSFER OF PERSONAL
PROPERTY**

This agreement is made and entered into by the Clackamas County, on behalf of its Department of Disaster Management, hereinafter referred to as "CCDM" and the State of Oregon, on behalf of its Department of State Police, Medical Examiner Division, hereinafter referred to as "OSP".

The purpose of this Agreement is to resolve a number of issues pertaining to, and likely to arise from the transfer of personal property from CCDM to OSP.

RECITALS

WHEREAS, CCDM acquired equipment described in detail in Attachment A – Equipment List, (the “Equipment”), attached hereto and incorporated by this reference herein, through the Urban Areas Security Initiative (UASI) grants #16-0170 and #17-0009 for the purpose of enhancing regional capability, and reducing vulnerability of Oregon from chemical, biological, radiological, nuclear and explosive weapons of mass destructions (CBRNE/WMD). The equipment is for the purpose of conducting response operations during a mass fatality event as a result of CBRNE/WMD.

WHEREAS, CCDM no longer has use of the Equipment in support of CBRNE/WMD incidents, and said equipment are surplus to CCDM’s actual need.

WHEREAS, Federal and State rules provide for, and encourage the transfer of, grant-funded equipment for re-use by other sub-grantees.

WHEREAS, OSP as a division of the State of Oregon, and therefore eligible to receive transferred equipment, and has a need for the Equipment to enhance its capability to respond to CBRNE/WMD incidents.

NOW THEREFORE, the parties agree to the following:

1. Upon execution of this Agreement, CCDM shall transfer, and OSP shall accept, possession of the Equipment subject to the terms and conditions of this Agreement. The equipment is located at the State Medical Examiner’s Office, 13309 SE 84th Ave, Clackamas, OR 97015. Upon taking possession of the Equipment, OSP shall be solely responsible for the Equipment. OSP takes possession of the Equipment as-is. CCDM makes no representations, guarantees, assurances, or warranties, express or implied, as to the Equipment including, but not limited to, the Equipment’s condition, quality, functionality, serviceability, operating condition, or fitness for a particular use or purpose.
2. OSP agrees to abide by all UASI rules for use, maintenance, tracking and disposal of the Equipment, including:
 - a. To comply with all City of Portland and Federal and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions

of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

- i. Administrative Requirements: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and subawards to all non-Federal entities).
 - b. To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State.
 - c. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR Part 200.
 - d. To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
 - e. That regardless of how it is procured, all equipment and supplies purchased shall be owned by OSP until proper disposition takes place. OSP shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
 - f. That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of City of Portland, State, or federal examination and audit.
 - g. To review and comply with 2 CFR Part 200 and all applicable OMB circulars.
3. OSP is responsible for any damage caused by its use of the Equipment. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to .300, and the Oregon Constitution Article XI, Section 7, OSP shall indemnify and defend CCDM from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or related to OSP's use of the Equipment including, but not limited to, any claim by the City of Portland that OSP's use of the Equipment violates applicable state or federal law. OSP shall not be required to indemnify or defend CCDM for any liability arising out of the negligent acts or omissions of CCDM.
4. With respect to a third party claim ("Third Party Claim") for which the CCDM is jointly liable with OSP (or would be if joined in the Third Party Claim), the CCDM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSP in such proportion as is appropriate to reflect the relative fault of CCDM on the one hand and of OSP on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CCDM on the one hand and of OSP on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CCDM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

5. With respect to a Third Party Claim for which OSP is jointly liable with CCDM (or would be if joined in the Third Party Claim), OSP shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CCDM in such proportion as is appropriate to reflect the relative fault of OSP on the one hand and of CCDM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSP on the one hand and CCDM on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSP's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
6. In the event of a dispute under this Agreement, the parties will attempt, in good faith, to resolve the dispute informally. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. The parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. The State of Oregon approves the transfer of the equipment from CCDM to OSP.
8. Additional Terms and Conditions
 - a. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between CCDM and OSP that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 CCDM 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, from any claim or from the jurisdiction of any court. OSP, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
 - b. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
 - c. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- d. **Access to Records.** OSP shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. OSP shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, OSP shall permit the CCDM’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- e. **Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- f. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- g. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- h. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- i. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- j. **No Third-Party Beneficiary.** OSP and CCDM are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.

- k. **Subcontract and Assignment.** OSP shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from CCDM, which shall be granted or denied in the CCDM's sole discretion. CCDM's consent to any subcontract shall not relieve OSP of any of its duties or obligations under this Agreement.
- l. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- m. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- n. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- o. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- p. **Force Majeure.** Neither OSP nor CCDM shall be held responsible for delay or default caused by events outside of the OSP or CCDM's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the parties shall 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 Agreement.
- q. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

CCDM hereby transfers the equipment to OSP, and relinquishes all claims of ownership.

Date of Transfer: **The date all parties have approved and signed this Agreement.**

CLACKAMAS COUNTY, a political subdivision of the State of Oregon	SUB-RECIPIENT, Oregon State Police, Medical Examiner Division
By: _____	By: _____
Printed: _____	Printed: _____
Date: _____	Date: _____

Contact: Cathy Phelps 13309 SE 84 th Avenue, Suite 100 Clackamas, OR 97015 Office: 503-655-8380 cathyphe@clackamas.us	Contact: Kelsey Evans 13309 SE 84 th Avenue, Suite 100 Clackamas, OR 97015 Phone: 971-673-8201 kevans@osp.oregon.gov
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APPROVED AS TO FORM

Kathleen Rastetter

Clackamas County Counsel

Legal Sufficiency Approval

Oregon Department of Justice

Date: 11/30/2021

Date: _____

Attachment A – Equipment List

Equipment obtained from for UASI Grant 16-0170:

Equipment Category	Item	Qty	Estimated Cost per Unit	Actual Cost
FIELD OPS	FARO (includes training of 2 individuals)	1	\$87,585.50	\$87,585.50
	3D Imaging/Scanning			
	Document overall scene			
	Digitally preserve scene			
MORGUE OPS	Postmortem Identification Kit	1	\$4,800.00	\$4,799.90
	Rapid Deployable Kit & Container			
	Watertight storage case with drawers			
	100 Buccal Swabs, 100 Personal Property Bags			
	Chain of Custody labels, 6 fingerprint spoons,			
	Evidence ruler tape, Tyvek tags, fingerprint pads			
MORGUE OPS	Fuji Waterproof Digital Camera (GPS)	6	\$250.00	\$2,399.94
FIELD OPS	Fuji Waterproof Digital Camera (GPS)	6	\$250.00	\$2,401.40
MORGUE OPS	Dry Erase White Board	8	\$79.99	\$626.64
MORGUE OPS	Expo Dry Erase Starter Kit	8	\$6.99	\$46.48
	4 colored markers and 1 eraser			
	Sliding Calipers with Points (Anthro)			
MORGUE OPS	Small (seritex)	2	\$1,349.00	\$403.10
MORGUE OPS	Large (seritex)	2	\$2,199.00	\$2,346.23
	Total			\$100,609.19

Equipment obtained from for UASI Grant 17-0009:

Equipment Category	Item	AEL Reference Number	Qty	Unit Cost	Total Cost
Mobile Morgue	Lodox Whole Body Digital Scanner	02EX-01-XRAP	1	\$450,000	\$450,000