

TITLE 6
PUBLIC PROPERTY —
ACQUISITION, DISPOSITION, AND MAINTENANCE

CHAPTER 630

CONTRACT ADMINISTRATION CODE

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I. General Provisions

630.010 Title

This Chapter, LCC 630.010 to 630.900, shall be known and may be cited as the “Linn County Contracting Administration Code” or simply, the “Contracting Administration Code.”

[Adopted 04-004 § eff 1/14/04]

630.020 Definitions

For purposes of this Chapter:

(A) “**Contract**” means any agreement, including but not limited to purchase orders, memoranda of understanding (MOU’s), and intergovernmental agreements (IGA’s), wherein there is an obligation by one party to make one or more payments to the other party or that otherwise meets the minimum legal requirements for contracts. The term includes public contracts and service contracts as defined in this section.

(B) “**Cooperative procurement**” means a procurement conducted by or on behalf of one or more contracting agencies including, but not limited to, multiparty contracts and price agreements.

(C) “**Board**” means the Linn County Board of County Commissioners.

(D) “**County agency**” means a department head or elected official.

(E) “**Department head**” means those persons appointed by:

(1) an elected official to serve in positions in Linn County government as shown in Appendix 1; or

(2) the Board to serve in positions in Linn County government as shown in Appendix 2.

(F) “**Elected official**” means those persons, other than a county commissioner, elected by the people of Linn County to serve in offices in Linn County as shown in Appendix 1.

(G) “**Intergovernmental agreement**” means an agreement executed by two or more units of government including, but not limited to, cooperative procurements.

(H) “**Legal sufficiency**” means approval by the County Attorney’s Office pursuant to LCC 630.600 to 630.640. The term “approval as to form” when so used on a contract has the same meaning.

(I) “**Linn County Permanent Rule**” or “**LCPR**” means a rule regarding public contracting adopted pursuant to LCC Chapter 430 (Contract Review Board Code).

(J) “**Personal service contract**” means the types of contracts defined in Linn County Permanent Rule (LCPR) 137-047-0920.

(K) “**Public contract**” means any purchase or lease by a county agency of personal property, public improvements, or services other than agreements which are for personal service.

(L) “**Purchase**” means an exchange for consideration, such as a purchase made by a county agency for cash for an item from a retail establishment when such exchange will be an expense that will reduce a materials and supplies line item of that office’s budget. A purchase is a contract to buy a product or service.

(M) “**Service**” means work performed to meet a demand, especially work that is not connected with manufacturing a product.

(N) “**Service contract**” means a contract that calls primarily for a contractor’s time and effort rather than for an end product.

[Adopted 04-004 § eff 1/14/04; Amd 05-533 eff 10/5/05; Amd 18-110 §1 eff 7/9/18; Amd 22-021 eff 05/16/22]

630.030 Purpose

(A) The County, being limited by the Oregon Constitution, which provides: “No county shall create any debt or liabilities which shall singly or in the aggregate, with previous debts or liabilities, exceed the sum of \$5,000; provided, however, counties may incur bonded indebtedness in excess of such \$5,000 limitation to carry out purposes authorized by statute, such bonded indebtedness not to exceed limits fixed by statute” (Oregon Constitution, Art. XI, § 10); therefore, makes the following findings:

(1) That pursuant to LCC Chapter 430 (Local Contract Review Board Code), the Board acts as the Local Contract Review Board with authority to adopt rules establishing procedures regarding public contracting;

(2) That the Board has final purchasing and contracting authority for the County;

(3) That the Board, as the final spending authority and body, responsible for all spending by its employees, has a need to remain informed on a timely basis about all spending decisions;

(4) That the citizens of Linn County have a right to access information regarding budgets and spending;

(5) That it is necessary and prudent that contracts or summary of contracts approved and signed by the Board, or on express authority of the Board, be available for inspection in the office of the Clerk;

(6) That it is necessary that all contracts made by any employee of Linn County comply with State and County laws, rules and regulations; and

(7) That a limited delegation of spending authority to a county agency by the Board would result in greater efficiency and cost savings.

(8) That this Chapter and its accounting and reporting procedures are not intended to apply to utility agreements and routine purchases funded and appropriated in the adopted Linn County Materials and Services Budget for the fiscal year in which the agreement or purchase is made.

(9) That it is the intent of the Board that the county agencies receiving the delegated authority use the policies and procedures in this Chapter judiciously.

(B) Based on the findings set forth in subsection (A) of this section, the Board establishes the contract administration policies set forth in this Chapter.

[Adopted 04-004 § eff 1/14/04; Amd 18-110 §1 eff 7/9/18]

630.100 Public contracting; generally

(A) Linn County recognizes the following procurement processes:

(1) *Competitive processes:*

(a) invitations to bid (ITB), as that term is defined and used in the Linn County Permanent Rules;

(b) requests for proposals (RFP), as that term is defined and used in the Linn County Permanent Rules;

(c) intermediate procurements, including requests for quotes (RFQ), as that term is defined and used in the Linn County Permanent Rules; and

(2) *Non-competitive process:* where not prohibited by law, direct appointment (DA), such as personal service contracts as described in LCPR 137-047-0925.

(B) Linn County has established certain exemptions to the requirement that public contracts are to be awarded pursuant to the competitive sealed bid or competitive sealed proposal processes and has adopted rules ensuring that those contracts and classes of contracts carry out the competitive contracting requirements of State law.

[Adopted 04-004 § eff 1/14/04; Amd 05-533 eff 10/5/05; Amd 22-021 eff 05/16/22]

II. Delegation of Contracting Authority

630.200 Delegation of contracting authority

(A) Except as otherwise provided below, each office is delegated authority to execute contracts in accordance with this Chapter using the following procurement methods:

(1) an intermediate procurement, including a request for quotes, when done in compliance with the LCPR;

(2) where authorized by law, a direct purchase or direct appointment; and

(3) a cooperative procurement when done in compliance with LCPR 137-046-0400 to 137-046-0480.

(B) An office may not execute a contract of more than \$50,000, a contract awarded pursuant to invitations to bid, a contract awarded pursuant to requests for proposals, or a contract not otherwise covered by this Chapter unless the County agency has been granted a specific delegation to execute a contract described in this subsection.

(C) An office may not execute any intergovernmental agreements to which the County is a party.

(D) This delegation authority is exclusive to the county agencies set forth in Appendix 1 and Appendix 2 and no other employee has authority to execute a contract without express written authority granted by the Board. Such authority may be made by Board order and shall be subject to the terms, conditions, and time limitations set forth in the order.

(E) Each delegation of contracting authority to a county agency is subject to periodic review at any time, and to revocation or amendment by resolution adopted by this Board.

(F) When funding for a contract is included and appropriated in a budget adopted by Linn County, a county agency is delegated authority to:

(1) Enter into a contract with a cost to the County not to exceed \$50,000, including all amendments and change orders;

(2) Purchase single items, such as vehicles, with an item cost to the County not to exceed \$50,000 including all amendments; and

(3) Purchase multiple units of the same item, such as vehicles, with an item cost to the County not to exceed \$50,000 per item including all amendments if such purchase is made pursuant to LCPR 137-046-0400 to 137-046-0480 (Cooperative Procurements). In this situation, the contract total may exceed \$50,000, but must otherwise comply with this section.

(G) In addition to the authority delegated in this section, the Fair and Expo Director and the Fair and Expo Center Marketing, Events, and Sales Manager are delegated authority to enter into permit agreements for the Linn County Fair and Expo Center if such agreements do not exceed the Board-approved fee schedule for that permitted activity.

(H) The authority granted under this section include personal service contracts when such service is to be provided by the County.

[Adopted 04-004 § eff 1/14/04; Amd 05-533 eff 10/5/05; Amd 18-110 §1 eff 7/9/18; Amd 22-021 eff 05/16/22]

III. Purchasing Policies

630.300 Purchasing and contracting

(A) An office delegated authority to execute contracts pursuant to LCC 630.200 shall comply with this section.

(B) No office is delegated authority to make a procurement using invitations to bid or requests for proposals, as those terms are used in ORS Chapters 279A, 279B and 279C and Linn County Permanent Rules (LCPR), and to execute a contract awarded thereunder.

(C) In addition to complying with this Chapter, a contract set forth in this subsection that is executed by a county agency shall comply with the requirements of ORS Chapters 279A, 279B and 279C and the LCPR applicable to that contract or class of contracts.

(D) The funds used to make payment under a contract must be appropriated in the budget for the county agency for the fiscal year in which the contract was executed, unless a non-appropriation

of funding clause approved by the County Attorney's Office is incorporated into the contract.

[Adopted 04-004 § eff 1/14/04; Amd 05-533 eff 10/5/05; Amd 22-021 eff 05/16/22]

630.500 Delegated contract requirements

(A) The county agency shall comply with the provisions of this Chapter and the Linn County Permanent Rules applicable to the contract being executed or the exemption being taken that authorizes the contract to be executed in a manner other than as an award following competitive sealed bids or competitive sealed proposals.

(B) Before a county agency may execute a contract for a product or service listed in LCC 630.300 (A), the county agency shall first evaluate the contract and, if in the county agency's judgment, the nature, complexity and risk associated with the contract requires it, the county agency shall incorporate into or affix to that contract agreement any terms required by County Attorney's Office or the Administrative Officer;

(C) The terms and conditions substantially conforming to Appendix 3 and approved by Attorney's Office and the Board shall appear in all contracts executed by a county agency of Linn County.

(D) Appendix 3 found at the end of this Chapter is not adopted as part of this Chapter and may be revised for legal content and approved by Board resolution from time to time.

(E) The requirement of subsection (C) of this section may be satisfied if:

(1) the contract executed by the county agency expressly incorporates by reference the terms of Appendix 3; and

(2) the original contract contains as an attachment the terms of Appendix 3 as an Exhibit to the contract.

(F) The county agency seeking to execute a contract is responsible for providing the statement of work, or comparable provisions, and business or commercial terms that are sufficiently clear and definite under the circumstances applicable to the public contract so as to provide a reasonable standard by which to measure compliance with the contract. Usually photocopies of "scope of work"

or “scope of services” taken from requests for proposals or correspondence between the parties is not adequate to comply with this requirement.

[Adopted 04-004 § eff 1/14/04; Amd 05-533 eff 10/5/05; Amd 18-110 §1 eff 7/9/18; Amd 22-021 eff 05/16/22]

IV. Legal Sufficiency

630.600 Legal sufficiency; generally

(A) LCC 630.600 to 630.640, provide guidance to offices of Linn County regarding criteria used for, and factors excluded from, the County Attorney’s review and approval for legal sufficiency. The extent to which these criteria may apply to specific contracts will necessarily vary depending upon the nature, complexity, and risk associated with each contract or class of contracts. Legal sufficiency review and approval pursuant to this section does not affect any other applicable review or approval requirement.

(B) Approvals are based upon individual determinations made by the attorney conducting the review and shall not preclude the County from later asserting any legally available claim or defense.

(C) Legal sufficiency approval shall be affixed directly to the contract or set forth in a separate memorandum, or Board resolution and order, that identifies the contract with particularity.

(D) County Attorney’s approval does not endorse any underlying business or policy decisions reflected in a contract, and the County Attorney’s Office will not withhold legal sufficiency approval based solely upon matters of business practice lawfully within the authority and discretion of office.

(E) *Approval of contract content.* The content, terms, and conditions of a contract entered into by a county agency, if not so expressly stated on the face of the contract, is deemed to have been reviewed and approved by that county agency.

(F) *Approval for legal sufficiency.* The following contracts, and any amendment thereto,

require review and approval as to sufficiency by the County Attorney’s Office:

- (1) a contract of \$50,000 or more;
- (2) a grant of \$50,000 or more;
- (3) a written contract prepared by the County Attorney’s Office , unless the contract uses a pre-approved form pursuant to a memorandum of understanding;
- (4) intergovernmental agreements;
- (5) a contract awarded following an invitation to bid process;
- (6) a contract awarded following a request for proposals process; and
- (7) a contract or grant for which the county agency has a specific legal question and requests review of that question by the County Attorney’s Office. The County Attorney’s Office is not required to review any other aspect of the contract other than the specific question asked to be reviewed nor is the County Attorney’s Office required to approve the legal sufficiency of the contract.

[Adopted 04-004 § eff 1/14/04; Amd 05-533 eff 10/5/05; Amd 18-110 §1 eff 7/9/18; Amd 22-021 eff 05/16/22]

630.620 Legal sufficiency; described

To the extent applicable to a particular transaction, a contract described in LCC 630.600 (F) that requires approval for legal sufficiency means that the reviewing attorney finds:

(A) that the subject matter, promised performance and legal consideration of the contract are within the County’s authority; and

(B) that the contract, on its face, contains all the essential elements of a legally binding contract, including descriptions of consideration (money, performance, forbearance) and the times at which performance, payment, and completion are required; and

(C) that the contract complies with State of Oregon statutes, County Code and policies and the Linn County permanent or temporary contracting rules regulating the contract, and that all provisions required by the laws of this state have been included; and

(D) that the contract includes any certification required by Oregon law, and a requirement that the contractor execute such certificates; and

(E) that the contract does not violate any State of Oregon constitutional limitation or prohibition, such as the creation of unlawful “debt” under section 10, Article XI, of the Oregon Constitution, or impermissibly bind a future Board to fund the contract; and

(F) that the statement of work or comparable provisions, and business or commercial terms proposed by the county agency are set forth in the contract; and

(G) that the contract gives to the County the ability to terminate the contract, as well as mechanisms to declare defaults and to pursue subsequent remedies.

[Adopted 04-004 § eff 1/14/04]

630.640 Legal sufficiency; exclusions

(A) Approval for legal sufficiency does not include:

(1) consideration of facts or circumstances that are not apparent on the face of the contract, unless the reviewing attorney has actual knowledge of those facts or circumstances; or

(2) a determination that the individual signing the contract on behalf of the county agency possesses lawful authority to do so (If the county agency has a question concerning delegation of signature authority, the question should be raised and resolved before the contract is executed); or

(3) a determination that the technical provisions or specifications used in the contract that are particular to a profession, trade or industry reflect the county agency’s intentions or are appropriate to further the county agency’s stated objectives; or

(4) a determination by the attorney that the contract is a good business deal for the county agency, weighing relative risks and benefits (The county agency remains responsible for risk assessment and the decision whether to proceed with a contract despite exposure to risks); or

(5) a determination that any particular remedy, whether or not expressly set forth in the contract, will be available to the county agency in the event the contractor fails to perform (The reviewing attorney may address the availability of specific remedies by advance arrangement with the requesting office); or

(6) a stylistic or grammatical review, including spelling, punctuation and the like, unless the attorney reasonably believes such errors affect the substantive meaning of the contract. The reviewing attorney may address matters of this nature as time allows; however, these issues are primarily the responsibility of the county agency submitting a document for review.

(B) Contracts with the federal government, Native American tribes and with foreign jurisdictions, including interstate and international agreements for which legal sufficiency approval is required, may be subject to laws and regulations which conflict with these rules or which have additional requirements. In such cases, the County Attorney’s Office may proceed with review and approval for legal sufficiency under procedures that it deems appropriate for those particular transactions.

[Adopted 04-004 § eff 1/14/04; Amd 22-021 eff 05/16/22]

V. Contract Reporting and Filing

630.710 Accounting and reporting to the Board

(A) An office entering into a contract, other than utility agreements and routine purchases described in LCC 630.030 (A) (8), with a proposed cost to Linn County over \$2,500 shall comply with the provisions of this section.

(B) Each office shall maintain a weekly log of contracts with a proposed cost to Linn County over \$2,500 on a form approved by the Board (see Appendices 4 and 5). The weekly log required by this subsection is intended to be a brief listing showing the contracts executed during the week prior to the report. The log shall at a minimum

contain the information required by subsection (D).

(C) An office executing a contract described in paragraphs (1) or (2) of this subsection shall report the execution of that contract and submit a log containing the information required in subsection (D) to the Board at the next session following such execution, or at such other times as the Board may direct.

- (1) A contract over \$2,500 is executed.
- (2) A contract that permits or requires any payment thereunder to be made in a fiscal year following the year in which the contract is executed.

(D) The weekly log shall require and the county agency shall provide the following information for each contract over \$2,500:

- (1) the name of the county agency submitting the log;
- (2) the weekly period covered by the log;
- (3) the Board order number assigned for purposes of identifying contracts executed by delegated authority;
- (4) the date the contract is effective;
- (5) the contract sum;
- (6) the name of the contractor or vendor;
- (7) the date the contract terminates;
- (8) the procurement method (request for quotes, direct appointment or negotiated contract);
- (9) the product(s) and/or service(s) being purchased;
- (10) whether the contract is to be paid by a lump sum or in installments, and if by installments, the payment schedule; and
- (11) whether a non-appropriation clause was included in the contract.

[Adopted 04-004 § eff 1/14/04; Amd 05-533 eff 10/5/05; Amd 18-110 §1 eff 7/9/18]

630.730 Contract identification requirements and special cover order

(A) *Original contracts.* Prior to filing a contract with the Clerk, the county agency filing the contract shall affix in the margin at the bottom

of the page the words: “Original Contract #” followed by 04-004 leaving sufficient room after that set of numbers to allow the addition of a control number to be added by the Clerk pursuant to LCC 630.750; for example:

<p>Original Contract # 04-004-YY/nnn</p> <p>(The 04-004 is the number of this Chapter delegating contracting authority, YY/nnn is the control number assigned by the Clerk to the particular contract, where the YY represents the last two digits of the year in which the original contract was executed and nnn is the Clerk’s contract control number for that particular contract.)</p>

(B) *Amendments.* If the contract is an amendment to a current and valid contract, the county agency shall affix in the margin at the bottom of the page, below the line containing the information described in subsection (A) of this section the words: “Amendment # followed by a number (YY/mm) assigned by the Clerk for that particular amendment, where the YY represents the last two digits of the year in which the contract was amended and the mm is the Clerk’s assigned control number. The first amendment should be assigned 01, the second amendment should be 002, etc. Example:

<p>Original Contract # 04-004-YY/nnn</p> <p>Amendment # YY/mm</p>

For example, 04-004-05/222 could be the number for contract #222 executed by a county agency in 2005. *The number 04-004 is the number of the order delegating authority to execute a contract.*

Regarding amendments that may be adopted later at any time, the amendment number(s) should be consecutive for each particular original contract and be set forth below the original contract number.

For example, the numbers that would appear at the bottom of the recorded amendment(s), below the original contract number would, in this instance of the first amendment be as follows:

Original Contract # 04-004-05/222
Amendment # 05/01

The second amendment of the same original contract would be set forth as follows:

Original Contract # 04-004-05/222
Amendment # 05/01
Amendment # 06/02

[Adopted 04-004 § eff 1/14/04]

630.750 Filing contracts with the Clerk

(A) After a county agency executes a contract described in this subsection and complies with LCC 630.730, the county agency shall file a copy of the contract under the appropriate special cover order with the Clerk:

(1) Contracts over \$2,500, with the exception of agreements and purchases described in LCC 630.030 (A) (8).

(2) Contracts that are in writing and in which any payment thereunder is permitted to be made in a fiscal year following the year in which the contract is executed.

(B) When the Clerk accepts a contract for filing, the Clerk shall append a unique suffix to end of the order number described in LCC 630.730 (A) or (B), as the case may be.

[Adopted 04-004 § eff 1/14/04]

630.760 Recording contracts by the Clerk

(A) The Clerk shall record a contract filed under LCC 630.750 in the commissioners' journal.

(B) The Clerk shall provide the identification number of a contract to the county agency filing the contract.

[Adopted 04-004 § eff 1/14/04]

VI. Prohibitions and Penalties

630.800 Prohibitions; exceptions

No employee of Linn County shall expend county funds for personal use of the employee or another except as authorized in Linn County Policy (LCP) 20.

[Adopted 04-004 § eff 1/14/04]

630.900 Penalties

An employee who violates LCC 630.800 may be disciplined. The discipline may include the discharge of the employee, if applicable.

[Adopted 04-004 § eff 1/14/04]

Statutory References and Other Authorities:
ORS 203; 279A; 279B; 279C; 294; OAR Div 137
LCC 430 (Local Contract Review Board Code);
Linn County Permanent Rules; Linn County
Policy #10 and #20

[Amd 05-533 eff 10/5/05]

Legislative History of Chapter 630:

Adopted as a county policy 99-150 eff 3/3/99 and
amended from time to time

Adopted 04-004 § eff 1/14/04 and repealing
county policy 99-150 as amended

Amendments to 04-004:

- #1 05-533 eff 10/5/05
- #2 18-055 eff 2/13/18
- #3 18-110 eff 7/9/18
- #4 22-021 eff 5/16/22
- #5 24-117 eff 3/15/24

Appendix 1 — County Elected Officials, other than the Board of Commissioners, and their appointed department heads

Assessor
Clerk
District Attorney
Justice of the Peace
Sheriff
Surveyor
Treasurer

Appendix 2 — The Board of Commissioners and its appointed department heads

Board of Commissioners

Accounting Officer
Budget Officer
County Administrative Officer
County Attorney
Dog Control Supervisor
Fair and Expo Director
General Services Director
GIS Program Manager
Health Services Administrator
Information Technology Services Director
Juvenile Director
Parks and Recreation Director
Planning and Building Director
Printing and Supplies Supervisor
Real Property Program Manager
Roadmaster
Tax Collector
Veterans' Services Officer

[Adopted 04-004 § eff 1/14/04; Amd 18-110 §1 eff 7/9/18; Amd 22-021 eff 05-16-22]

APPENDIX 3 - SAMPLE EXHIBIT FOR DELEGATED CONTRACTS
EXHIBIT 1: LINN COUNTY STANDARD TERMS & CONDITIONS

The provisions, terms, and conditions set forth herein this Exhibit 1 are supplemental to and incorporated by this reference in the contract between Linn County and _____, entitled _____, dated _____.

1. Definitions.

- 1.1 "Contract" means the entire written agreement between the parties, including but not limited to the solicitation, including any specifications or attachments thereto, and all provisions therein; this Exhibit; solicitation instructions; solicitation and Contract amendments, if any; the purchase order; and the price agreement document.
- 1.2 "Contractor" means a person or organization with which the County has contracted for the purchase of goods and/or services.
- 1.3 "County" means Linn County.
- 1.4 "Exhibit" means the provisions, terms and conditions stated herein.

2. Conflicting Provisions. To the extent that this Exhibit and the Contract are inconsistent, the provisions of this Exhibit shall control. All provisions of this Exhibit are intended to apply, unless context, including the nature of the acquisition, requires otherwise.

3. Severability. Should any provision of this Contract, at any time, be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Contract becomes inoperative or unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

4. Standard and Special Terms and Conditions. The terms and conditions in this Exhibit are standard to County contracts for the purchase of goods and/or services. There may also be special terms and conditions in a solicitation which also apply to this Contract, and which are incorporated by this reference herein.

5. Delivery. All deliveries shall be F.O.B. destination. The Contractor shall pay all transportation and handling charges. The Contractor is responsible and liable for loss or damage until final inspection and acceptance, at which time responsibility shall pass to the County except as to latent defects, fraud and the Contractor's warranty obligations.

6. Inspections. The County may inspect and test the goods and/or services provided under this Contract. The County may reject non-conforming goods and/or services and require the Contractor to correct them without charge or deliver them at a reduced price, whatever so chosen by the County to be the most equitable. If the Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and/or services and cancel the Contract in whole or in part. This paragraph does not affect or limit the County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

7. Warranties. Unless otherwise stated, all goods provided under this Contract shall be new and the current model and shall carry full manufacturer warranties. The Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with the solicitation specifications. All implied and express warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are hereby incorporated into this Contract. For any services provided under this Contract, Contractor warrants that performance shall be in a good and workmanlike manner and in accordance with professional standards applicable to the work. All warranties shall run to the County and shall survive termination, cancellation or expiration of this Contract.

8. Payment. The County shall pay the Contractor within 30 days following the date the order is delivered and accepted or the date the invoice is received, whichever is later. If the County fails to pay within 45 days of such date, the Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.

9. Payments Required by ORS 279B.220. For all goods and services provided under this Contract, the Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State

of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

10. County Payment of the Contractor Claims. If the Contractor does not pay promptly any claim that is due for the goods and/or services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

11. Termination.

- 11.1 For Convenience. The County may terminate this Contract for convenience at any time with written notice to the Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, the Contractor shall stop performance under this Contract as directed by the County. If this Contract is so terminated, the Contractor shall be paid in accordance with the terms of the Contract for goods delivered or services provided and accepted if the Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).
- 11.2 For Cause. The County may immediately terminate this Contract without liability or penalty for any of the following causes by the mailing of written notice to the Contractor specifying the cause:
 - i) The Contractor breaches any of the provisions of this Contract. The Contractor shall be liable for any and all damages suffered by the County as the result of the Contractor's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;
 - ii) The Contractor no longer holds all licenses or certificates that are required to provide the goods or perform the services required under this Contract;
 - iii) The County lacks lawful funding, appropriations, limitations or other expenditure authority; or
 - iv) Federal, state or local laws, regulations or guidelines now prohibit performance of or payment for the goods and/or services under this Contract.

12. Force Majeure. Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. The County may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.

13. Compliance with Applicable Laws. The Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659A.112, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

14. Compliance with ORS 279B.235.

- 14.1 Hours of Labor. No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for work performed on any legal holiday specified in ORS 279B.020 and 279C.540.
- 14.2 Compliance with Pay Equity Provisions. The Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- 14.3 Employee Discussions of Rate of Pay or Benefits. The Contractor shall not prohibit, and may not retaliate against, any of the Contractor's employees from

discussing the employee's compensation with another employee or another person and may not retaliate against an employee who discusses the employee's compensation with another employee or another person. Pursuant to ORS 279B.235(1)(c), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract of the number of hours per day and days per week that the Contractor may require the employees to work.

15. Indemnification. Each party shall defend, indemnify and hold harmless the other party and its officers, employees and agents from claims, suits and actions of any nature arising out of or related to (i) injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees, or agents; or (ii) failure or refusal of one party to perform or fulfill its responsibilities under this Contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express written consent of the County.

16. Insurance. The Contractor shall obtain and maintain in full force at the Contractor's expense, throughout the duration of the Contract and any warranty or extension periods, the following required insurance:

- General Commercial Liability
- Automobile Liability
- Professional Liability and/or Errors & Omissions

Unless otherwise waived in writing by the County, such liability insurance shall be through an occurrence-based policy and shall include liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act, as codified in ORS 30.260 to 30.300. The liability insurance coverages shall name Linn County and its departments, officers, agents and employees as "Additional Insureds" with respect to the Contractor's activities to be performed and/or goods to be provided. Upon the County's request, the Contractor shall provide the County with a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon confirming compliance with this section.

17. Workers' Compensation. The Contractor, its subcontractors, and all employers working under this Contract deemed to be subject employers under the Oregon Workers' Compensation law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

18. Governing Law; Jurisdiction; Venue; Attorneys Fees. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Linn County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Linn 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 within the United States District Court for the District of Oregon. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

19. Safety and Health Requirements. Goods and/or services provided under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

20. Sustainability. The Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this Contract. Additionally, the Contractor shall, when applicable, salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective (ORS 279B.225.)

21. Award to Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the

Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

22. Records Maintenance; Access. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract. All such fiscal records and documents shall be retained by the Contractor for a minimum of three (3) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

23. Assignment/Delegation/Successors. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

24. Waiver. The County's failure to enforce any provision of this Contract is not a waiver or relinquishment by the County of its rights to such performance in the future or to enforce any other provisions.

25. Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the County.

26. Survival. All rights and obligations shall cease upon termination of this agreement, except for those rights and obligations that by their nature or express terms survive termination of this Contract.

27. Counterparts. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.

28. Tax Certification. The individual signing this Contract on behalf of the Contractor certifies under penalty of perjury both individually and on behalf of the Contractor that he or she is authorized to act on behalf of the Contractor and that the Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).

29. Compliance with ORS 25.790. The County must comply with ORS 25.790 and report to the Division of Child Support of the Department of Justice the engagement or reengagement of an independent contractor, along with the independent contractor's name, address, and social security number. For purposes of ORS 25.790, an independent contractor means an individual who must file a federal form W-9 under the Internal Revenue Code and who is anticipated to be performing services for more than 20 days. Before performing any services under this contract, the Contractor, if an independent contractor as defined in ORS 25.790, must provide the County a completed W-9 with the Contractor's name, address, and social security number.

[Adopted 04-004 § eff 1/14/04; Amd 05-533 eff 10/5/05; Amd 18-055 eff 02/13/2018; Amd 22-021 eff 05-16-22, Amd 24-117 eff 03/15/24]

Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Exhibit, understands it, and agrees to be bound by its terms and conditions.

Linn County Date

Contractor Date

Appendix 4 — Reporting Process for the Contracting County Agency

You have the following two reporting responsibilities (the first is a permanent requirement, the second is a temporary requirement):

PERMANENT REPORTING /FILING REQUIREMENT — WEEKLY LOG (APPENDIX 5) & CONTRACTS:

1) **Your role.** When you use delegation authority to execute a contract over \$2,500:

a) record the information required by 630.710 (C) & (D) on the “**Weekly Log of Contracts Executed of \$2,500 or More**” form; and

b) send the log executed during the week prior to the Weekly Session of the Board. The logs shall be available by the start of that Session.

NOTES: — If you do more than one contract during a week, all contracts executed during the week should be reported on the same form.

— The “Contract Sum” block of the form should show the total amount expected to be spent under the contract; for example, the contract may be for gravel at so much a cubic yard, you should also indicate the total amount you anticipate spending for gravel using the contract.

c) affix to the bottom of the contract all the applicable identification text and numbers required by and described and illustrated in and LCC 630.730 (A) and (B). Any contract amendments will include the original contract text and numbers as well as the particular amending contract text and numbers.

d) send a copy of the executed contract [see LCC 630.730 (A)] to the Clerk for filing [see LCC 630.750].

2) **Board’s role.** The appropriate liaison Board member will:

a) review all logs (and summaries prepared by Board staff) submitted to it on a weekly basis and following review, each reviewing board member will initial the forms. If a Board member has a question or concern regarding any contract, that member may set the item on the Board’s agenda for Board discussion, if the matter can not be resolved by the Board member and the contracting county agency; and

b) after reviewing the logs and summary if any, the Board will forward a copy of the logs and summaries so initialed to the Clerk.

3) **Clerk’s role.** The Clerk will:

a) use the logs and summary to check that a copy of the executed contract has been sent directly to the Clerk for recording.

b) affix a unique suffix number after the 04-004 special number on each contract; the unique suffix number shall contain the last two digits of the year when the contract was executed and the Clerk’s control number for that contract, and if an amendment, the last two digits of the year the amendment was executed and a sequential number representing the amendment number; and

c) provide the respective assigned numbers and suffixes to you so that your contracts can be located later.

TEMPORARY REPORTING REQUIREMENT (MONTHLY LOG — APPENDIX 6)

1) **Your role.** When you use delegation of authority to execute a contract over \$2,500 per month for utility agreements and routine purchases already funded and appropriated [see 630.030 (A) (8)]:

a) Record the information concerning those utility payments and routine purchases on the “**Monthly Log of Utility Payments and Routine Purchases**” form.

b) send it to the Board.

*NOTE: The requirement to use this Monthly log is **only** during the “Temporary Policy” period; it is the Board’s present intent to terminate this requirement when the Code is formally adopted.*

2) **Board’s role.** The Board will review the Monthly log and any summaries prepared by Board staff.

[Adopted 99-383 eff 9/1/99; Amd 18-110 §1 eff 7/9/18]

Appendix 5 — Weekly Log of Contracts Executed of \$2,500 or More (For Permanent Usage)

Office: _____

Week ending: _____

Weekly Log of Contracts Executed of \$2,500 or More [Reference LCC 630.710]								
Resolution & Order #	Date the Contract Is Effective	Contract Sum	Name of the Contractor or Vendor	Date the Contract Terminates	Procurement Method (request for quotes or negotiated contract)	Product(s) And/or Service(s) Being Purchased	Payment Method	
							Lump Sum or Installment Payment Schedule	Non-appropriation clause included?

[Adopted 04-004 § eff 1/14/04]

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