

Lane County Contract

THIS Contract is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and COBURG, CITY OF, hereinafter referred to as CONTRACTOR, for the period commencing January 01, 2022 to and including December 31, 2023.

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified services;

The total amount of funds to be paid to CONTRACTOR for the period of the Contract is identified as follows:

| FY 21/22 Paid by LANE COUNTY 1 Of 3 | | | | | |
|---|---------------------|----------------|-------------|---------------|--------------------------|
| Service Description | Funding Period | Funding Source | Amount | Service Units | Account (Grant)(Program) |
| LIHWA water payments | 01/01/22 - 06/30/22 | LIHWA | \$6,250.00 | | 512211-285-3427024 |
| Total: | | | \$6,250.00 | | |
| FY 22/23 Paid by LANE COUNTY 2 Of 3 | | | | | |
| Service Description | Funding Period | Funding Source | Amount | Service Units | Account (Grant)(Program) |
| LIHWA water payments | 07/01/22 - 06/30/23 | LIHWA | \$12,500.00 | | 512211-285-3427024 |
| Total: | | | \$12,500.00 | | |
| FY 23/24 Paid by LANE COUNTY 3 Of 3 | | | | | |
| Service Description | Funding Period | Funding Source | Amount | Service Units | Account (Grant)(Program) |
| LIHWA water payments | 07/01/23 - 12/31/23 | LIHWA | \$6,250.00 | | 512211-285-3427024 |
| Total: | | | \$6,250.00 | | |

The terms of this Contract are contained in this document and the following documents which are included by reference as if incorporated herein:

BOILERPLATE dated 11-01-2021

EXHIBIT A dated 07-16-2021

EXHIBIT F dated 01-01-2021

EXHIBIT I dated 11-01-2021

Regardless of any statement to the contrary in this Contract EXHIBIT B, EXHIBIT C, EXHIBIT D, EXHIBIT E, EXHIBIT G, EXHIBIT H are not relevant to this Contract

Each of the parties designates the individual listed below as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

| COBURG, CITY OF | |
|---|--|
| Authorized Representative: Anne Heath City Administrator | |
| _____ Authorized Signature Date Signature: | |

| Lane County, Oregon | |
|---|---|
| County: _____ Karen R. Gaffney Date Health & Human Svcs Director | Authorized Representative: Robin O. Scott Program Services Coord, Sr Robin.SCOTT@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401 |

Insurance Reviewed:

LANE COUNTY LIHWAP CONTRACT (Boilerplate)

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and payment to CONTRACTOR by COUNTY as noted on the previous pages, for the periods of this Contract as previously designated, it is mutually agreed as follows-

1. CONTRACTOR will provide the services indicated in Exhibit A – Additional Terms and Conditions, including program and compliance requirements; and will meet all requirements laid out in Exhibit F – Lane Manual; Exhibit H – Insurance; and Exhibit I - State Funding Assurances.
2. Each of the parties is aware of the COVID-19 emergency and agrees that it is and will remain familiar with the CDC prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract, and will take all necessary precautions relating to COVID-19, including those set out in the guidelines, laws, rules, and orders described in this paragraph. The parties have anticipated the costs of compliance with the present guidelines, rules, laws, and orders prior to entering into this Contract, and that no claim will be made by either party for such compliance. However, in the event that after the effective date of this Contract the COVID-19 guidelines, laws, rules, and orders are changed in such a way as to adversely affect the parties' ability to carry out their obligations under this Contract, either party so affected must give notice to the other party of any potential need to modify the Contract to accommodate or respond to such changes in the guidelines, laws, rules, and orders.
3. The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.
4. By execution of this Contract, CONTRACTOR certifies under penalty of perjury the following:
 - 3.1 The person signing this Contract has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
 - 3.2 Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
 - 3.3 Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
 - 3.4 The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
 - 3.4.1 All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - 3.4.2 Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - 3.4.3 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 3.5 Pursuant to ORS 305.385(6) and OAR 150-305-0302, Contractor hereby swears and affirms under penalty of perjury that Contractor is not in violation of any tax laws described in ORS 305.380(4)(a).

Exhibit A

Additional Terms and Conditions

1. Entire Contract

- a) This Contract is the mechanism by which the Parties can carry out the provisions of the Low-Income Household Water Assistance Program (LIHWAP).
- b) It is understood and agreed that the entire contract between the Parties is contained in this Contract.
- c) This Contract supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) All the words and phrases used in this Contract shall have the meanings given herein or as used in the LIHWAP Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household's account number, name of person applying for LIHWAP assistance, name on the account, address of Eligible Household, and amount of the LIHWAP Payment to be applied to the Eligible Household's account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWAP Payments and serves as notice of the forthcoming Authorization.
- c) Department means the Oregon Housing and Community Services Department, together with its successors and assigns
- d) Eligible Household means a household receiving services from the CONTRACTOR that has been determined, by the COUNTY or COUNTY's subcontractor in accordance with LIHWAP eligibility guidelines, to be eligible for a LIHWAP Payment.
- e) LIHWAP Payment(s) includes regular and crisis payments made by the COUNTY to the CONTRACTOR on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The COUNTY agrees to do the following:

- a) To assign a CONTRACTOR number/business code to each CONTRACTOR after the Contract is fully executed.
- b) To effectuate LIHWAP payments to the CONTRACTOR on behalf of Eligible Households, including:
 - i. Notifying the CONTRACTOR of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
 - ii. Notifying the Eligible Household of Commitments made to CONTRACTOR,
 - iii. Pursuant to Commitment, submitting payment to the CONTRACTOR promptly and no later than 45 days after Commitment issued, and
 - iv. Prior to receipt of payment, notifying CONTRACTOR of any changes to Commitments caused by federal or state law.
- c) To issue to CONTRACTOR a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.
- d) To inform the CONTRACTOR in the case an Eligible Household is in crisis or life-threatening situation and speaking to the CONTRACTOR on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The CONTRACTOR agrees to do the following:

- a) To refer its customers to the COUNTY for assistance.
- b) To charge all Eligible Households using the CONTRACTOR's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households.
- d) Not to discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWAP assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWAP Payment.
- g) To process all LIHWAP Payments, on behalf of Eligible Households from the COUNTY, including:
 - i. Applying a credit notation to the Eligible Household's account as soon as the CONTRACTOR receives a LIHWAP Authorization from the COUNTY.

- ii. Applying and itemizing LIHWAP payments for all Eligible Households identified in the LIHWAP Payment Register as directed by the COUNTY.
 - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
 - iv. If a LIHWAP Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWAP CONTRACTOR Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the COUNTY, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
 - i) To cooperate with the COUNTY, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
 - j) To comply with Oregon LIHWAP Vendor Refund Policies, as described below in this Contract.
 - k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
 - l) To fully cooperate with the Department's and COUNTY's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or COUNTY staff.
 - m) To provide at no cost to the Department, Eligible Household, or COUNTY, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
 - n) To provide at no cost to the Department or COUNTY, or an authorized agent to the Department or COUNTY, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
 - o) To report situations that threaten life, health, or safety of potentially Eligible Households to the Department or COUNTY.
 - p) **Program Requirements:** CONTRACTOR agrees to timely satisfy all requirements of this Contract, including all LIHWAP Regulations or other forms of LIHWAP federal guidance, applicable Department administrative rules, all applicable Department handbooks and manuals (including but not limited to any Department *LIHWAP Program Manual* or similar guidelines), all related Department directives and other orders (including, but not limited to corrective action notices), and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or COUNTY.

5. Termination

- a) This Contract shall terminate upon the earliest to occur of the following events:
 - i. A change in the requirements of applicable Federal or State regulations for LIHWAP administration,
 - ii. A change in the state plan for administering LIHWAP that affects the terms and conditions of this Contract,
 - iii. Thirty (30) days' written notice of termination by any Party,
 - iv. Mutual consent of all Parties,
 - v. Any license or certificate required by law or regulation to be held by the CONTRACTOR to provide services outlined in this Contract is denied, revoked, or not renewed, or
 - vi. The end of the LIHWAP program year, which begins on 01/01/2022 and ends on 12/31/2023.
- b) This Contract will terminate effective immediately upon determination by COUNTY or the Department that the CONTRACTOR is not in compliance with the terms of this Contract, including the Program Requirements. The CONTRACTOR will be notified within ten (10) days of termination.
- c) Termination by any Party shall not discharge any obligations owed by any Party to another or to an Eligible Household or any liability, which has accrued prior to termination.
- d) The rights and remedies of any Party provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Miscellaneous

- a) **Subcontracts:** The CONTRACTOR shall not enter into any subcontracts for any of the services provided under this Contract without obtaining prior written approval from the Department or COUNTY.
- b) **Assignment:** The CONTRACTOR shall not assign or transfer its interest in this Assignment without the express written consent of the Department and COUNTY.
- c) **Waiver:** The failure by any Party to enforce any provision of this Contract shall not constitute a waiver by another Party of that or any other provision.
- d) **Merger:** This Contract constitutes the entire Contract between the Parties. No waiver, consent, modification or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties.
- e) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Contract, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties, and shall prevent employees, agents, or subcontractors from accessing, copying, disclosing, or using any such Confidential Information.
- f) **Funds Available and Authorized:** The CONTRACTOR understands and agrees that payment of amounts under this Contract is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and COUNTY to continue to make payments under this Contract.
- g) **Effective Date and Duration:** This Contract shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- h) **Further Acts:** CONTRACTOR will do, make, execute, and deliver all such further acts or writings as Department or COUNTY may require to protect the Department or COUNTY's rights under this Contract.
- i) **Department as Party:** The Oregon Housing and Community Services Department, together with its successors and assigns (Department) is a Party to this contract.
- j) **Indemnity:** Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, the Department and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Contract unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall any Party be liable to the other for Claims in an amount more than \$50,000 per event.
- k) **Waiver:** The failure by any Party to enforce any provision of this Contract shall not constitute a waiver by another Party of that or any other provision.
- l) **Assignment:** The Vendor shall not assign or transfer its interest in this Assignment without the express written consent of the Department and Agency.

Oregon's Low-Income Household Water Assistance Program (LIHWAP) CONTRACTOR Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWAP Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWAP Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the CONTRACTOR receives the LIHWAP Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit Contract in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWAP Payment or moves to another service address that the CONTRACTOR does not represent, any credit balances resulting from a LIHWAP Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the CONTRACTOR does represent, any credit balances resulting from a LIHWAP Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the CONTRACTOR is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWAP Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWAP Payment remains on the Eligible Household's account and the account is closed, the CONTRACTOR shall return the LIHWAP Payment credit balance to the Department no later than the end of the program year. The CONTRACTOR shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION
ATTN: LIHWAP REFUND
725 SUMMER ST NE, SUITE B
SALEM, OR 97301

Refunds must include the following information: Eligible Household name, Eligible Household address, Name of COUNTY that provided LIHWAP Payment to Eligible Household, Date of LIHWAP Payment to CONTRACTOR, Reason for the return.
8. Incorrect Payments – All CONTRACTORS are required to review the LIHWAP Payments register for accuracy. In the event a payment is made in error, the CONTRACTOR must contact the COUNTY listed on the payment register within thirty (30) days to correct the error. Payments made in error must be corrected by the COUNTY and will be refunded from subsequent LIHWAP Payments made to the CONTRACTOR.

Exhibit B

Program Plan

Not Applicable

Exhibit C

Budget

Not Applicable

Exhibit D

Match

Not Applicable

Exhibit E

Special Reporting Requirements

Not Applicable

Exhibit F

Lane County Standard Provisions

STANDARD COUNTY CONTRACT CONDITIONS

1. CONTRACTOR'S STATUS

- 1.1 **Independent Contractor.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.
- 1.2 **Contractor Not Employee.** Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract.

2. INSURANCE AND INDEMNIFICATION

- 2.1 **Contractor's Required Insurance.** Contractor must provide and maintain all insurance called for in Exhibit H - "Insurance Coverages Required" and must notify Lane County of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- 2.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
- 2.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
- 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
- 2.5 **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County's own officers, agents, or employees.
 - 2.5.1 If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.

3. CONTRACTOR'S OBLIGATIONS

- 3.1 Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
- 3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
- 3.3 Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the Contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the Contract.
- 3.5 Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.
- 3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract

for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.

3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.

3.8 Contractor must report to Lane County, either verbally or in writing, if they have reason to believe that a principal, employee, agent, subcontractor, vendor, program applicant and/or program participant may have committed fraud, misrepresentation, falsifying data system input; made a false claim or committed a prohibited act under the Oregon False Claims Act; has committed an ethical violation; has committed criminal or civil violation of laws pertaining to bribery, gratuity, conflict of interest; or has committed other acts of misrepresentation or conspiracy to engage in misrepresentation in connection with this Contract or any moneys paid under this Contract.

Such reporting may be made through one of the following mechanisms:

- **Lane County Fraud, Waste, and Abuse Toll-Free Telephone Hotline**
 - English Speaking 844-290-0008
 - Spanish Speaking 800-216-1288
- **Lane County Fraud, Waste, and Abuse Website**
 - www.lighthouse-services.com/lanecounty
- **Lane County Fraud, Waste, and Abuse Email**
 - reports@lighthouse-services.com
- **Lisa Nichols, Quality & Compliance Manager**
 - Lisa.Nichols@lanecountyor.gov

Contractor will make available the above listed reporting information to all employees, agents, and subcontractors in connection with this Contract. Reporting will not result in retaliation or retribution. The information reported may be the basis of an internal and/or external investigation and will be protected to the extent possible by law. Contractor has the option of remaining anonymous though, by doing so, Lane County's ability to conduct an investigation may be limited.

4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

4.1 Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.

4.2 Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.

4.3 Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.

4.4 If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.

4.5 Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.

4.6 Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.

4.7 Equal Employment Opportunity. During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.

4.8 Americans with Disabilities Act Compliance. During the performance of this Contract, Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

4.9 Compliance with Law. In connection with its activities under this Agreement, Contractor must comply with all applicable federal, state, and local laws.

5. MODIFICATION AND TERMINATION

5.1 Modification. No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

5.2 Termination:

5.2.1 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor.

5.2.2 Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

5.3 Remedies and Default. County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

5.4 Force Majeure. Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

6.1 Dispute Resolution. The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

6.2 Attorney Fees, Law, and Forum. In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

7. MISCELLANEOUS PROVISIONS

7.1 Compliance with Public Records Law. The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

7.2 Merger. This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.

7.3 Waiver. Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

7.4 Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

7.5 Survival. The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.

7.6 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Contract.

7.7 Non-Assignment. Contractor may not assign or transfer its interest in this Contract without prior written approval of County.

- 7.8 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.9 No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.
- 7.10 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

Exhibit G

Federal Requirements

Not Applicable

Exhibit H

Insurance

Not Applicable

Exhibit I

State Funding Assurances

Exhibit I, Program Element 19
Low-Income Household Water Assistance (LIHWA) Program

- 1. Description.** The Low-Income Household Water Assistance (LIHWA) Program is intended to assist low-income households, particularly those with the lowest incomes who pay a high proportion of household income for drinking water and wastewater removal costs. LIHWA is federally funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services. Services covered by LIHWA include bill payment assistance.
- 2. Scope of Work.**
- A. Subgrantee shall and shall cause and require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including 45 CFR Part 75, EC 2912 of the American Rescue Plan Act of 2021, and Public Law No 116-260, Sec 533. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this subsection 2A or otherwise under this agreement.
- B. Subgrantee shall, and shall cause and require its subrecipients by contract to administer LIHWA funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
- 1) Provide water and wastewater assistance with LIHWA funds anytime between October 1, 2021 and June 30, 2023, as funding allows.
 - 2) Target households who have high water burden, based upon income and water/wastewater service costs.
 - 3) Prioritize households who have had water and/or wastewater services disconnected, who have pending disconnection notices for those services, and who have arrearages for those services.
 - 4) Provide crisis assistance on a case-by-case basis. If direct service funds are exhausted, subgrantee and subrecipients must be available to assist households in crisis by providing information, referral, and/or advocacy services.
 - 5) May request approval from OHCS program coordinator to extend timelines (if any are indicated) for any assistance component based on funding and operational circumstances.
 - 6) Assure that outreach is performed in a manner which ensures all eligible households are made aware of available LIHWA assistance. This includes but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantee may also execute interagency agreements with other low-income program offices to perform outreach tasks.
 - a. Households residing in any OHCS multifamily housing portfolio property are considered to be year-round priorities for outreach. These properties have been supported with public funds and the preservation and stabilization of this housing is a priority for the State of Oregon. A current list is available on the OHCS website in both an Excel version or as a PDF.

- b. OHCS is committed to “Meaningfully engage culturally specific and culturally responsive organizations and their constituents to ensure OHCS policies, practices, systems of accountability and program awards are designed to advance equity and racial justice and meet the needs of communities of color.”
- 5) Assure applications for the LIHWA program (every component, including crisis) shall be accepted at sites that are geographically accessible to all households across their service area.
- 6) Ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
- 7) May choose to prioritize vulnerable populations (including elderly, disabled and families with young children) for an indicated period throughout the program year. Priority intake periods are intended to allow for additional time and outreach necessary to provide quality services to vulnerable populations, and shall not exclude non-targeted households for more than a short period of time.
- 8) May request approval to target specific services to allowable populations based on community need. Clear policies for application, eligibility and outreach practices must be outlined in the local work plan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
 - a) Households that have not accessed other available water and wastewater assistance for the current program year (e.g., utility programs).
 - b) Vulnerable populations, including seniors, disabled, and families with young children.
- 9) Subgrantees with Tribal LIHWA Grantees (tribes who receive LIHWA funds directly from HHS) in their service area shall make every effort to assure that tribal households do not receive duplicate payments or services. If for any reason an eligible tribal member is unable to access their tribal LIHWA program (e.g., out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. Households affiliated with tribes not receiving LIHWA funds from HHS should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
- 10) Assure that households receiving LIHWA benefits are determined to be eligible based on guidelines provided annually by OHCS.
- 11) Use the payment floor-to-ceiling guidelines as outlined in the LIHWA Operations Manual to determine LIHWA benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
- 12) Assure that life-threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented to include comments outlining how the situation was addressed.
- 13) Provide any of the following forms of assistance, or a combination thereof, to resolve water/wastewater related emergencies:
 - a) Bill payment assistance
 - b) Other emergency services- including, but not limited to, information, referral, coordination of benefits (e.g., coordination with CSBG funding), advocacy, and/or other goods and services necessary to relieve immediate threat to health and safety.
- 14) Notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone.

- 15) Assure that participating water/wastewater utilities (vendors) sign and comply with vendor contracts and ensure that no utility is paid with LIHWA funds without a signed contract.
- 16) Authenticate all water/wastewater utilities (vendors) paid with LIHWA funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local work plan application.
- 17) Pay water/wastewater utilities (vendors) within 45 days of committing a LIHWA benefit, unless otherwise specified in the vendor contract.
- 18) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.
- 19) Does not use LIHWA funds to pay for any person influencing or attempting to influence an officer or 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. If any funds other than LIHWA have been paid or shall be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHWA contract, grant, loan or cooperative agreement, subgrantee shall, and shall cause and shall require its subrecipients by contract to complete and submit Standard- Form-LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

3. Program Specific Reporting

A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:

- 1) Ensure that data collection and reporting for LIHWA funded activities be conducted through the use of OHCS approved OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
- 2) Submit all reports as required in this agreement and outlined in the LIHWA Operations Manual as satisfactory to OHCS.
- 3) Provide additional reports as needed or requested by OHCS.
- 4) May request a reporting deadline extension when necessary.

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