



For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2022 - 492**

This Contract is between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through the Administrative Services Department (County) and the Humane Society of Central Oregon (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be November 14, 2022 or the date on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance, or on June 30, 2025, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature

Name (please print)

Chief Executive Officer

Title

Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20__ Dated this _____ of _____, 20__
DESCHUTES COUNTY DIRECTOR OF _____ COUNTY ADMINISTRATOR

(Insert name)

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - e. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 4) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. **Contractor Default or Breach.** The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may in writing authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. **County Default or Breach.**
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving written notice of termination.
7. **Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:
- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
 - b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
 - c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Specifically:
 - 1) with respect to services compensable on an hourly basis and authorized expenses actually incurred, County shall pay the amount due plus any interest within the limits set forth under ORS 293.462, less the amount of any claims County has against Contractor; and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) County's payment to Contractor under this subparagraph 7(c) is subject to the limitations set forth in paragraph 8 of this Contract, below.
8. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, or consequential damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
 - c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
 - d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
 - e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
 - f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.
- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
 - b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
- 10. Work Standard.**
- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
 - b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
- 11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.
- 12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.
- 13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.
- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.

- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5", attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. As applicable, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Contractor shall at all times comply with all of the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other state and federal laws and regulations related to the privacy and/or security of personally identifiable health information.
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of personally identifiable health records and for conducting transactions pursuant to the requirements of HIPAA and other applicable state and federal laws and regulations..
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA or other applicable state or federal laws and/or regulations..

If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract. To the extent any provision of the Business Associate Agreement is inconsistent with a provision of this paragraph 15, the Business Associate Agreement shall govern.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to directly access all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's reasonable cost of preparing copies.
- 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product. .
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts, taxes, or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its current and former officers, departments, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of or relating to the activities of Contractor or its current or former officers, employees, contractors, or agents, including without limitation any claim that any work, work product or other tangible or intangible items delivered to County by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or that the County's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's Legal Counsel, in a form and manner determined appropriate by the County's Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's Legal Counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees or agents under this Contract.

22. Waiver.

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

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Contract

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Sabrina Slusser, CEO
 The Humane Society of Central Oregon
 61170 SE 27th ST
 Telephone: (541) 382-3537
 Fax No.: (541) 382-2021

To County:

Erik Kropp
 Deputy County Administrator
 1300 NW Wall Street, Suite 200
 Bend, Oregon 97701
 Fax No. 541-385-3202

- 27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
 - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 30. Representations and Warranties.**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession in the state of Oregon;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
 - 7) Contractor's making and performance of this Contract do not and will not violate any provision of any other contract, agreement to which Contractor is a party, nor materially impair any legal obligation of Contractor to any person or entity.
 - b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided, whether express or implied at law.
- 31. Amendment.**
- a. This Contract may be unilaterally modified by County to accommodate a change in available funds, so long as such modification does not impose an unreasonable hardship upon Contractor or reduce Contractor's compensation for work Contractor actually performs or Contractor's authorized expenses actually incurred. With respect to deliverable-based Work, Contractor's compensation shall not be deemed reduced by a modification of this contract, so long as Contractor is paid the sum designated for performing the Work originally contemplated by this Contract multiplied by the percentage of such originally contemplated Work that Contractor performs under the modified Contract.
 - b. With the exception of subparagraph 31(a), above. This Contract (including any exhibits) may only be amended upon written agreement by both parties, and shall not be effective until both parties have executed such written agreement. Any alleged or claimed amendment that is not performed in compliance with this paragraph 31 shall be void and of no effect.
- 32. Representation and Covenant.**
- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
 - b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.

c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-492
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

- a. Definition.
 - 1) "Authorized Representative" means Deschutes County Legal Counsel, Deschutes County Sheriff's Deputy or Animal Control Technician or any other representative of Deschutes County authorized by the Board of County Commissioners or the Board of Supervisors.
 - 2) "Keeper" means the same as that term is defined in Deschutes County Code 6.04.010.
- b. General Scope of Services. Unless otherwise provided by law, Contractor shall provide, at its shelter located at 61170 SE 27th Street, Bend, Oregon 97702 ("Shelter"), animal impoundment and maintenance care tasks including, but not limited to, providing shelter, food, health care, adoption, transfer euthanasia and the disposal of the animals impounded by an Authorized Representative or brought to the shelter by members of the public. Additionally, Contractor shall provide education, community service and advertising to support other programs provided under this Contract.
- c. Impoundment and Boarding. Contractor shall receive and board animals impounded by an Authorized Representative and stray animals brought to Contractor by members of the public, in an adequate and sanitary environment at the Shelter.
 - 1) Contractor shall impound and board animals according to the following conditions:
 - a) Impounded animals or stray animals brought to Contractor by an Authorized Representative or the public, with or without identification, shall be held a minimum of five days for dogs, unless sooner claimed by the keeper of such animal and a minimum of three days for cats without identification and a minimum of five days for cats with identification.
 - b) Animals impounded by judicial or administrative order may be held for an indefinite period of time and shall be released or disposed of only in accordance with the special written instructions from the court or County Legal Counsel. Animals brought to agency on safekeeping hold (defined as cases in which the owner is incarcerated, hospitalized, or deceased and there is no alternative person to care for the animal) will be accompanied by a safekeeping agreement provided by Authorized Representative.
 - c) Gate Tag.
 - i. For animals impounded by judicial or administrative order, Contractor shall affix all special written instructions, including the reason for impoundment (e.g., livestock cases), to the gate tag.
 - ii. In lieu of this required information placed directly on the gate tag, the gate tag may refer to the impound form for details.
 - d) At the discretion of Contractor, sick or injured animals brought to the shelter by members of the public may be promptly disposed of as provided by law.
 - i. Such disposal decision shall be the full responsibility of Contractor.
 - ii. At the request of the County, Contractor shall provide County with a full description of the process to be used and factors to be considered for determining when and how to dispose of a sick or injured animal prior to the termination of the hold period in Paragraph 1.c.1)a) and b).
 - e) Immediately upon receipt of an impounded animal, Contractor shall assign a Control Number to each animal impounded.
 - f) Contractor shall maintain a full and complete written record of all animals impounded pursuant to this Contract to be provided to County upon County's request and such record shall include at least the following information:
 - i. The date of the impoundment.
 - ii. The source of the impoundment, including the Authorized Representative's name or the name of the public member who brought the animal to the shelter.
 - iii. The reason for impoundment.
 - iv. The exact location of where the animal was found by the Authorized Representative or public member.
 - v. The designated holding period for the animal and any special instructions, including, but not limited to, specific instructions regarding the holding, release or disposal of the animal.

- vi. The name of the judicial official or Authorized Representative who designated the special instructions referred to in Exhibit 1, Paragraph 1.c.1)b).
 - vii. A general description of the animal, including the animal's breed, if known
 - viii. Any inoculation or medical treatment administered or to be administered to the animal at Contractor's Shelter.
 - ix. Whether a keeper was identified who did not claim the animal.
 - x. Whether the dog is licensed, and, if so, the license number.
 - xi. Whether the animal was claimed, adopted, destroyed or otherwise disposed of by Contractor, and the date thereof.
 - xii. Name, address, phone number and any other identifying information, such as driver's license number of any keeper who retrieves an impounded animal.
 - xiii. The name, address and telephone number of the person who released possession of the animal to Contractor.
 - xiv. Control Number given to the impounded animal by Contractor.
 - xv. Any illness or injury.
 - xvi. The number of days the animal was held as of the date of the report.
 - xvii. The results of any behavior assessment.
 - xviii. If the animal is a dog and unlicensed, whether the keeper was cited for failure to license from the gate tag provided by the County representative.
- g) Upon County's request, Contractor shall provide County a copy of a record from the records management system, in addition to any hard copies provided by Contractor, with the information required in Exhibit 1, Paragraph 1.c.1)f) for each impounded animal.
- 2) Prior to release of any impounded dog to the keeper, Contractor shall require the keeper to present photo identification and Contractor shall record any identifying information such as name, address and driver's license number.
 - 3) Prior to release of any impounded dog to the keeper, Contractor shall charge the keeper an impound fee in accordance with the County's fee schedule.
 - 4) Contractor shall make a reasonable effort to notify the keeper of an impounded animal before the animal is removed from impoundment.
 - 5) Contractor shall provide board and care for quarantine animals brought to Contractor by an Authorized Representative.
 - a) "Rabies Quarantine" means the animal will be housed separately for ten consecutive days due to having bitten a person and broken skin.
 - b) Contractor shall follow State guidelines for rabies for quarantined animals brought to Contractor by an Authorized Representative.
 - 6) Contractor shall hold impounded animals in accordance with such other instructions given to Contractor by an Authorized Representative.
 - 7) Contractor shall not refuse to intake, hold or impound any stray or judicial hold animal brought to Contractor's facility by an Authorized Representative [except for Exhibit 1, Paragraph 1.c.1)d)] unless the Authorized Representative agrees or unless the animal has a serious or life threatening injury or illness requiring immediate medical care as determined by the Authorized Representative.
 - 8) For all impounded animals that do not have a serious or life threatening injury or illness requiring immediate medical care, as determined by the Contractor's Veterinarian. Contractor shall be responsible for all medical basic care of those animals.
- d. Cremation of Dead Animals. Contractor shall dispose of dead animals by cremation at Contractor's crematorium or a crematorium with which the Contractor has contracted.
 - 1) Subject to the following conditions, Contractor shall have the exclusive right to operate the crematorium at such times and on such terms as Contractor so determines.
 - a) Contractor shall dispose of all dead animals brought to its facility by an Authorized Representative.
 - b) Contractor shall dispose of all stray animals that have been euthanized following expiration of the applicable holding period.
 - c) Contractor shall be responsible for the normal maintenance and repair of the crematorium, including the structure in which the crematorium is located.
 - d) Contractor shall pay all direct and indirect costs of operating the crematorium, including utilities, labor, maintenance and repair.
 - e) Contractor shall be responsible for obtaining and maintaining all local and state permits required in the operation of the crematorium, and shall undertake such other acts as are necessary to

- place and maintain the crematorium and its operations in full compliance with the rules and regulations of the Oregon Department of Environmental Quality and other federal, state and local agencies with jurisdiction over the crematorium.
- f) Contractor shall keep complete and accurate records of and make available to County upon County request the following:
 - i. the weight of dead animals per animal that are cremated at County's expense;
 - ii. the total weight of each dead animal cremated at County's expense;
 - iii. the number of dead animals cremated;
 - iv. the operation, maintenance and repair of the crematorium and associated facilities;
 - v. the permitting and compliance with environmental regulations.
- e. Related Responsibilities.
- 1) Contractor shall make its facility open daily to the public (legal holidays, Sundays and no more than four annual in-service days excepted) at hours to be determined by Contractor, but in no case less than five hours per day to allow impounded animals to be claimed by their keepers. Contractor shall extend the number of impound days, to the extent necessary to offset closed days.
 - 2) Contractor shall provide access to the facility to Authorized Representatives on a 24-hour, seven-day week basis to allow for the lodging of impounded dogs. For cats, Authorized Representative must drop off in the cat impound area.
 - 3) Contractor shall provide all reception and administrative support for transactions involving animals that are brought to Contractor.
 - 4) Contractor property.
 - a) Unless otherwise directed by an Authorized Representative, all animals not returned to their keepers shall become property of Contractor after the expiration of the applicable holding period set forth in this contract.
 - b) After the applicable holding period, Contractor shall have sole authority to make all adoption and disposal decisions
 - 5) Citation.
 - a) Prior to release to the keeper of any impounded dog that has not been licensed by County:
 - i. Contractor shall require the owner or keeper to provide a license for the dog; or
 - ii. Contractor shall require the owner or keeper to present a citation issued by the Sheriff's Office for failure to license the dog under DCC 6.04; or
 - iii. Contractor shall require the keeper to complete the keeper information section of the County three-part, pre-numbered dog license payment voucher form, return the completed form to Contractor and pay the County dog license fee in accordance with the County fee schedule.
 - i) Upon review of the dog license payment voucher form for completeness, Contractor shall then complete the County dog license payment voucher form.
 - ii) Contractor shall not complete the dog license voucher payment form unless the keeper completes all the information in the keeper information section of the form and pays the appropriate dog license fee.
 - iii) Contractor shall issue one of the completed duplicate forms of the dog license payment voucher form to the keeper.
 - iv) Contractor shall remit the dog license fee and original completed dog license payment voucher form in accordance with Exhibit 1, Paragraph 1.e.8).
 - vi) Contractor shall return all copies of any voided or incomplete dog license payment voucher form to County.
 - b) Contractor shall provide notation on gate tag of the requirements in Exhibit 1, Paragraph 1.e.5).
 - 6) For all dog adoptions, upon County request, Contractor shall provide to County a record comprising of at least the following information
 - a) Name of person adopting the dog.
 - b) Address of person adopting the dog.
 - c) Phone number of person adopting the dog.
 - d) Breed, color and gender of dog adopted.
 - e) County dog license number.
 - i. If the dog is under six (6) months, Contractor shall require the keeper to complete the keeper information section of the County three-part, pre-numbered dog license payment voucher form, return the completed form to Contractor and pay the County dog license fee in accordance with the County fee schedule.
 - i) Upon review of dog license payment voucher form for completeness, Contractor shall then complete the County dog license payment voucher form.

- ii) Contractor shall not complete the dog license voucher payment form unless the keeper completes all the information in the keeper information section of the form and pays the appropriate dog license fee.
 - iii) Contractor shall issue one of the completed duplicate forms of the dog license payment voucher form to the keeper.
 - iv) Contractor shall remit the dog license fee and original completed dog license payment voucher form.
 - vi) Contractor shall return all copies of any voided or incomplete dog license payment voucher form to County.
 - ii. If the dog is older than six (6) months, Contractor shall require the new owner to obtain a license prior to removing the dog from the Contractor's premises. If a rabies certificate cannot be obtained, a payment voucher should be issued.
 - f) Copies of all rabies and spay/neuter certificates.
 - g) The spay/neuter status.
 - h) The exact location where the animal was found by the Authorized Representative or public member.
- 7) On the 15th of each month, Contractor shall remit to County all dog license and pet identification tag fees collected by Contractor during the prior month.
- 8) Contractor shall promptly notify the County Sheriff's Office of reports of animal abuse, neglect or theft.
- 9) Contractor shall not give legal advice to the public.
- 10) Contractor shall sell and issue domestic County dog licenses and pet identification tags to the public in accordance with the current County fee schedule.
- 11) Contractor shall utilize and coordinate with the County's animal license database.
- 12) County shall provide Contractor computer access via the Internet to the County database for purposes of processing license requests and responses to animal lost and found inquiries
- f. Education Services.
- 1) Contractor may provide or sponsor education programs, community service programs and advertising in all areas of animal care and welfare.
 - 2) Contractor may provide such education programs in accordance with the terms and conditions mutually agreed to by County and Contractor.
 - 3) Such programs may include license, spay/neuter/vaccine programs, educational programs (such as school orientation and awareness programs) and advertising through the local media.
 - 4) At County's request Contractor shall provide to County a periodic report of Contractor's compliance with Exhibit 1, Paragraph 1.f.1) through 4).
 - 5) At least once a calendar year, Contractor shall provide an oral presentation and written report to the Deschutes County Board of County Commissioners a report of all contract activities.
2. **County Services.** County shall provide Contractor, at County's expense, with material and services described as follows:
- a. Special Instructions. County shall promptly (within 24 hours Monday – Friday and within 48 hours Saturday – Sunday) notify Contractor verbally or in writing of any special instructions, new developments or additional information regarding impounded animals that may be necessary in order for Contractor to fulfill its duties pursuant to this Contract.
 - b. County to Supply Known Information. An Authorized Representative of the County shall provide Contractor with all known information required under Exhibit 1, Paragraph 1.c.1)f).
 - c. Vehicle Disinfection. After each use, County shall disinfect all County vehicles used to transport animals to Contractor's shelter.
 - d. County Purchase of Dog Tags.
 - 1) County shall purchase all dog license tags and provide them to Contractor.
 - 2) County shall provide Contractor with pre-numbered, County dog license payment voucher forms.
 - 3) County shall accept the pre-numbered, County dog license payment voucher issued to a keeper in accordance with Exhibit 1, Paragraph 1.e.5)a)iv. and 1.e.7)e)i. and issue a dog license to the keeper upon receipt of the rabies vaccination certification and payment of any additional dog license fee payment required for an unaltered dog if the keeper has an unaltered dog but the dog license payment voucher is for an altered dog.
 - 5) County shall require County's dog license contractors to accept the completed, pre-numbered, County dog license payment voucher issued to a keeper in accordance with Exhibit 1, Paragraph 1.e.5)a)iv. and 1.e.7)e)i. and issue a dog license to the keeper upon receipt of the rabies vaccination

certification and payment of any additional dog license fee payment required for an unaltered dog if the keeper has an unaltered dog but the dog license payment voucher is for an altered dog.

- e. Forms and Software Maintenance. County shall provide Contractor the following:
 - 1) Licensing forms.
 - 2) Reporting forms in electronic format.
 - 3) Ongoing programming maintenance for licensing database.
- f. Renewal Notices. County shall issue all dog license renewal notices.
- g. Payment Schedule. Within twenty-one (21) days of Contractor's submittal of the fees required in Exhibit 1, Paragraph 1.e.8), County shall distribute payment to Contractor pursuant to Exhibit 1, Paragraphs 3.i., j., and l.
- h. If an animal is determined by the Authorized Representative to have a serious or life threatening injury or illness requiring immediate care at the initiation of the impoundment of that animal, the Authorized Representative shall be responsible for obtaining medical care for that animal from a veterinarian until such time as the animal's injuries are no longer life threatening and the animal can safely be transported to Contractor's facility.
- i. Once the animal is in the care of the Emergency Veterinarian Clinic, all fees up to \$500 will be covered by the County and the animal's care will be directed by Shelter management pursuant to Contractor's relationship with the Emergency Veterinary Clinic(s).
- j. To the extent allowed by law, County shall not disclose and shall use for County purposes only any personal information submitted to County by Contractor for any keeper who retrieves an impounded animal, any person who released possession of an animal to Contractor and of any person adopting an animal.

3. Consideration.

- a. Boarding Fee.
 - 1) Dogs and Domestic Cats.
 - a) Except as provided in Exhibit 1, Paragraph 3.c. and Exhibit 1, Paragraph 3.b., County shall pay Contractor a boarding fee of \$4,984 per month for dogs impounded by a County Authorized Representative or brought to the Shelter by the public and as a boarding fee for cats impounded by a County Authorized Representative. The boarding fee shall pay for a maximum of five days for dogs and cats. The boarding fee of \$4,984 shall be adjusted on July 1, 2023 to reflect an increase equal to the Consumer Price Index (CPI) – All Urban Consumers, All Cities percentage change from January 2022 to January 2023. If the CPI is a negative number, the per month boarding fee will remain the same. Applying this formula, the monthly boarding fee starting on July 1, 2022 shall be \$4,984. Each subsequent July 1 (after July 1, 2022), the monthly boarding fee shall be adjusted to reflect an increase equal to the Consumer Price Index (CPI) – All Urban Consumers, All Cities percentage change from January to January.
- b. Domestic Cats Held by Judicial/Administrative Order.
 - 1) County shall pay Contractor \$10.00 per day for domestic cats held by judicial or administrative order in excess of five (5) days.
 - 2) Cats held by judicial or administrative order means cats required to be impounded by order of the court or held for evidence in a criminal court proceeding.
 - 3) Contractor is responsible for billing County for the itemized costs for reasonable veterinarian care and medicines during the period of impoundment.
- c. Dogs Held by Judicial/Administrative Order.
 - 1) County shall pay Contractor for dogs held by judicial or administrative order as follows:
 - a) \$30.00 per day for days six (6) through the time the hold is released. There shall be a \$10,000 cap per fiscal year that the County will pay Contractor for costs associated with dogs being held by judicial/administrative order.
 - 2) Dogs held by judicial order means dogs required to be impounded by order of the court or held for evidence in a violation or criminal court proceeding.
 - 3) Dogs held by administrative order means dogs held pending disposition after a hearing before the Deschutes County Board of Supervisors.
 - 4) If a judicial or administrative order requires the boarding of a dog for longer than five (5) days, Contractor shall coordinate with the District Attorney's Office for Deschutes County, the Deschutes County Sheriff's Office and the Deschutes County Legal Counsel as to the care and disposition of the impounded dogs during the period of impoundment.
- d. Boarding Fees for Dogs Referred by the Crisis Stabilization Center.

- 1) County shall pay contractor \$10.00 per day, for up to five (5) days, for dogs brought from the Crisis Stabilization Center.
- e. Boarding Fees for Other Animals. For any animal other than dogs or domestic cats impounded by a County Authorized Representative, boarding fees shall be as follows.
- 1) If the fifth day of the five-day impoundment period is a Sunday or legal holiday, the County will pay the boarding fee for each day the animal is held for the Sunday or legal holiday.
 - 2) Small domestic animals, including but not limited to reptiles, birds, ferrets impounded by County Authorized Representative.
 - a) The County shall pay Contractor a boarding fee for small animals of \$5.00 per day per small animal for a maximum of five days pursuant to Exhibit 1, Paragraph 1.c.1)a).
 - b) If a judicial or administrative order requires the boarding of small animals for longer than five (5) days, then the boarding fees shall be paid at a rate of \$5.00 per day per small animal for the duration of the stay.
- f. Retention of Impound and Boarding Fees. Contractor may also retain all impound and boarding fees received from the keepers of impounded animals.
- g. Cremation Fees. Upon receipt of monthly invoices from Contractor, County shall make timely payment to Contractor of \$2.00 per pound for the cremation of the following classes of dead animals.
- 1) Dead animals brought to Contractor's facility by an Authorized Representative.
 - 2) Stray animals brought to Contractor's facility by an Authorized Representative that have been subsequently euthanized following expiration of the applicable holding period.
- h. Other Cremation Income. Contractor shall be entitled to all other income derived from the operation of the crematorium, located at its Shelter.
- i. Payment of License Fees.
- 1) County shall pay Contractor \$12 per year for each full-year dog license issued in unincorporated areas of the Bend La Pine School District.
 - 2) For each partial-year dog license, County shall pay Contractor a prorated amount in the same proportion to the license fee as in Paragraph 3.i.1).
- j. Retention of Other Animal Identification Tag Fees.
- 1) For all other animals other than dogs, County shall pay Contractor all identification tag fees collected in accordance with the County fee schedule from the animal keepers residing in the Bend La-Pine School Districts.
- k. Fees for Education, Spay/Neuter Programs. All monies paid to or retained by Contractor pursuant to Exhibit 1, Paragraphs 3.i. and j. must be applied to expenses for Contractor's responsibilities provided in Exhibit 1, Paragraph 1.f.
- l. Deduction of Cost of Access to County Information. Prior to payment to Contractor pursuant to Exhibit 1, Paragraph 3. County shall deduct any expenses for County providing Contractor access via the Internet to County's animal license and information databases.
- m. Contractor's Failure to Timely Submit Reports and Invoices. If Contractor fails to comply with Exhibit 1, Paragraph 1.e.1) or to timely provide any report requested by County under this contract, County shall deduct a late penalty of \$25 or twenty-five (25%), whichever is greater, from the amount County would have distributed to Contractor for that month. Contractor shall submit an invoice to bill the County each month by the 15th of the following month.
- n. County's Failure to Timely Remit Payments. If County fails to comply with Exhibit 1, Paragraph 2.g., County shall pay Contractor a late penalty of \$25 or twenty-five (25%), whichever is greater.
- o. Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.
- p. A day is defined as beginning at 12:01 am and ending at 12:00 am.
- q. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5 YES NO
[Check one]

4. The maximum compensation.

- a. There is no total maximum compensation under this contract, including allowable expenses (although there is a maximum charge for judicial holds).
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
- b. County will only pay for completed work that conforms to this schedule.

EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-492
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name: The Humane Society of Central Oregon

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect

of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Risk Management review

Erin Hopy

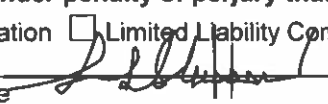
Date

10/12/22

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-492
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership
authorized to do business in the State of Oregon.		
Signature 	CEO	Oct. 4 2022
Signature	Title	Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:	
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and	
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and	
3. All of the statements checked below are true.	
NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.	
<input type="checkbox"/>	A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
<input type="checkbox"/>	B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
<input type="checkbox"/>	C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
<input type="checkbox"/>	D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
<input type="checkbox"/>	E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
<hr/>	
Contractor Signature	Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Contractor Signature

Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-492
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Sabrina Slusser
Contractor Printed Name
CEO
Contractor Title



Contractor Signature
Oct. 4, 2022
Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-492_____
Expense Reimbursement

1. Travel and Other Expenses. (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that travel expenses shall be allowed only when the travel is essential to the normal discharge of County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

2. Approved reimbursements:

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start of Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract, shall not exceed those set by the GSA, and are subject to change accordingly.
- c. Lodging.
- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge rate set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- d. County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022-492
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 31, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Contractor Signature

Date