STANDARD COUNTY CONTRACT CONDITIONS

1. CONTRACTOR'S STATUS

1.1 Independent Contractor Status. 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.

1.2 Contractor's Responsibilities. 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.

1.3 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 payment.

1.4 Reporting of Payments. Contractor acknowledges that County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

2. INSURANCE AND INDEMNIFICATION

2.1 Contractor's Required Insurance. Contractor must provide and maintain all insurance called for on the Exhibit entitled "Insurance Coverages Required" and must notify Lane County Risk Management 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. 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 the 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 Indemnification. To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, Contractor agrees to indemnify, defend, and hold County, its Commissioners, agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, 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. However, Contractor will not be required to indemnify or defend County for any liability arising solely out of wrongful acts of County's own Commissioners, officers, employees, or agents.

3. CONTRACTOR'S OBLIGATIONS

3.1 Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Contract, unless County has good cause and the Contract provides otherwise.

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 County-Wide Bid Page at:
http://www.lanecounty.org/Departments/CAO/Operations/Purchasing/Pages/MandatoryVendorPolicies.aspx

4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON AND FEDERAL LAW

4.1 Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.

4.2 Pursuant to ORS 279B.230 and 279C.530, as applicable:

(a) Contractor must promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(b) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4.3 Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:

(a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
   (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
   (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
   (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(b) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(c) If this Contract is for personal services as described in ORS 279A.055, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(d) If this Contract is for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

(e) Except as provided in subsection (d) of this section, if this Contract is for services, all persons employed under the Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(f) This section (4.3) does not apply if the Contract is strictly for goods or personal property.

4.4 Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds $10,000, Contractor must promptly report to the Department of Revenue on forms to be provided by the 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.

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

4.6 Contractor must represent and warrant that Contractor has complied with the tax laws of the State of Oregon and its political subdivisions, including but not limited to ORS305.620 and ORS chapters 316, 317 and 318. Contractor must continue to comply with the tax laws described in this section during the term of the Contract. Contractor's failure to have complied or comply with these tax laws will constitute a default, for which the County may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

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: http://www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.

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.

5.2 Termination. The parties may jointly agree to terminate this Contract at any time by written agreement. County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 90 days' advance written notice. County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.

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 public contract or other applicable law. The Contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms.

5.4 Availability of Funds. County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, Contractor understands and agrees that, if the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Contract, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit County to terminate the contract in order to provide similar services or goods from a different contractor.

5.5 Force Majeure. Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they 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 they 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 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 arbitration, using such process as they may choose at the time.

6.2 Governing Law. 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.

6.3 Forum and Venue. 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 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.

7.2 Waiver. Failure of County to enforce any provision of the 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.

7.3 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.

7.4 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.

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

7.6 Protection of Consumer Personal Information. Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information pursuant to ORS 646A.622(2), and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646.600 et seq.) throughout the term 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.