

TITLE 6
PUBLIC PROPERTY —
ACQUISITION, DISPOSITION, AND MAINTENANCE

CHAPTER 630

CONTRACT ADMINISTRATION CODE

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I. General Provisions

630.010 Title

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

[Adopted 04-004 § eff 1/14/04]

630.020 Definitions

For purposes of this Chapter:

(A) “**Contract**” means any agreement, including purchase orders, memoranda of understanding (MOU’s) and intergovernmental agreements (IGA’s), wherein there is an obligation by one party to make one or more payments to the other party and that otherwise meets the minimum legal requirements for contracts. The term includes public contracts and service contracts as defined in this section.

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

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

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

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

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

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

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

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

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

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

(J) **“Permissive cooperative procurement”** means a cooperative procurement in which the purchasing contracting agencies are not identified and is established pursuant to ORS 279A.215.

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

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

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

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

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

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

630.030 Purpose

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

(1) That pursuant to LCC Chapter 230 (Local Contract Review Board Code), the Board acts as the Local Contract Review Board with authority to adopt rules establishing procedures regarding public contracting;

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

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

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

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

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

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

(8) That this Chapter and its accounting and reporting procedures are not intended to apply

to utility agreements and routine purchases funded and appropriated in the adopted Linn County Materials and Services Budget for the fiscal year in which the agreement or purchase is made.

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

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

[Adopted 04-004 § eff 1/14/04]

630.100 Public contracting; generally

(A) Linn County recognizes the following procurement processes:

(1) *Competitive processes:*

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

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

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

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

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

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

II. Delegation of Contracting Authority

630.200 Delegation of contracting authority

(A) Except as otherwise provided below, each office is delegated authority to execute

contracts in accordance with this Chapter using the following procurement methods:

(1) requests for quotes used in compliance with the LCPR; and

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

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

(C) An office may not execute any intergovernmental agreements to which the County is a party, except for permissive cooperative procurements under \$50,000 that are in the office's approved budget.

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

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

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

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

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

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

total may exceed \$50,000, but must otherwise comply with this section.

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

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

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

III. Purchasing Policies

630.300 Purchasing and contracting

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

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

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

(D) Contracts subject to this Chapter may be amended by the county agency when the aggregate of such amendments do not exceed \$5,000 and the original contract with all amendments do not exceed \$50,000. An amendment may be in the form of a change order.

(E) The funds used to make payment under a contract must be appropriated in the budget for the county agency for the fiscal year in which the contract was executed, unless a non-appropriation of funding clause approved by County Counsel is incorporated into the contract.

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

630.500 Delegated contract requirements

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

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

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

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

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

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

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

(F) The county agency seeking to execute a contract is responsible for providing the statement of work or comparable provisions, and business or commercial terms that are sufficiently clear and definite under the circumstances applicable to the public contract so as to provide a reasonable standard by which to measure compliance with the contract. Usually photocopies of "scope of work" or "scope of services" taken from requests for proposals or correspondence between the parties is not adequate to comply with this requirement.

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

IV. Legal Sufficiency

630.600 Legal sufficiency; generally

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

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

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

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

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

(F) *Approval for legal sufficiency.* The following contracts, and any amendment thereto, require review and approval as to sufficiency by County Counsel:

- (1) a contract of \$50,000 or more;
- (2) a grant of \$50,000 or more;
- (3) a written contract prepared by County Counsel, unless the contract uses a pre-approved form pursuant to a memorandum of understanding;

(4) intergovernmental agreements;

(5) a contract awarded following an invitation to bid process;

(6) a contract awarded following a request for proposals process; and

(7) a contract or grant for which the county agency has a specific legal question and requests review of that question by County Counsel. County Counsel is not required to review any other aspect of the contract other than the specific question asked to be reviewed nor is County Counsel required to approve the legal sufficiency of the contract.

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

630.620 Legal sufficiency; described

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

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

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

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

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

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

(F) that the statement of work or comparable provisions, and business or commercial terms

proposed by the county agency are set forth in the contract; and

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

[Adopted 04-004 § eff 1/14/04]

630.640 Legal sufficiency; exclusions

(A) Approval for legal sufficiency does not include:

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

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

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

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

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

(6) a stylistic or grammatical review, including spelling, punctuation and the like, unless the attorney reasonably believes such errors affect the substantive meaning of the contract. The reviewing attorney may address matters of this

nature as time allows; however, these issues are primarily the responsibility of the county agency submitting a document for review.

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

[Adopted 04-004 § eff 1/14/04]

V. Contract Reporting and Filing

630.710 Accounting and reporting to the Board

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

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

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

(1) A contract over \$2,500 is executed.

(2) A contract that permits or requires any payment thereunder to be made in a fiscal

year following the year in which the contract is executed.

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

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

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

630.730 Contract identification requirements and special cover order

(A) *Original contracts.* Prior to filing a contract with the Clerk, the county agency filing the contract shall affix in the margin at the bottom of the page the words: “Original Contract #” followed by 04-004 leaving sufficient room after that set of numbers to allow the addition of a control number to be added by the Clerk pursuant to LCC 630.750; for example:

Original Contract # 04-004-YY/nnn

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

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

Original Contract # 04-004-YY/nnn Amendment # YY/mm

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

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

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

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

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

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

[Adopted 04-004 § eff 1/14/04]

630.750 Filing contracts with the Clerk

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

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

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

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

[Adopted 04-004 § eff 1/14/04]

630.760 Recording contracts by the Clerk

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

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

[Adopted 04-004 § eff 1/14/04]

VI. Prohibitions and Penalties

630.800 Prohibitions; exceptions

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

[Adopted 04-004 § eff 1/14/04]

630.900 Penalties

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

[Adopted 04-004 § eff 1/14/04]

Statutory References and Other Authorities:

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

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

Legislative History of Chapter 630:

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

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

Amendments to 04-004:

#1 05-533 eff 10/5/05

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

Assessor
Clerk
District Attorney
 County Counsel
Justices of the Peace
Sheriff
Surveyor
Treasurer

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

Board of Commissioners

Accounting Officer
Budget Officer
County Administrative Officer
Dog Control Supervisor
General Services Director
GIS Program Manager
Health Services Administrator
Information Technology Services Director
Juvenile Director
Linn County Business Development Coordinator
Linn County Fair and Exposition General Manager
Parks and Recreation Director
Planning and Building Director
Printing and Supplies Supervisor
Roadmaster
Tax Collector
Veterans' Services Officer

[Adopted 04-004 § eff 1/14/04]

Appendix 3 — Sample Exhibit for Delegated Contracts
EXHIBIT 1 TO LINN COUNTY CONTRACT (04-004- ___/___)

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

Section 1. Indemnification. Each party shall defend, indemnify and hold harmless the other party and its officers, employees and agents from claims arising from:

(A) injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the party, its officers, employees, or agents; or

(B) failure or refusal of one party to perform or fulfill its responsibilities under this contract or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the County.

Section 2. General Liability.

(A) Contractor shall obtain and at all times keep in effect, a liability insurance policy covering the products, activities, and operations of the Contractor. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300.

(B) Contractor shall name the County and its officers, employees, and agents as additional insureds on any activities being performed under the contract.

(C) The insurance required by this section shall be evidenced by a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon, containing a thirty (30) day Notice of Cancellation endorsement and shall be forwarded to County prior to commencement of the services.

(D) Contractor has obtained the insurance required by this section by Policy # _____, written by _____.

(E) **Professional Liability.** Contractor shall obtain and at all times keep in effect any professional liability insurance required by law, or, if not required by law, any professional liability insurance Contractors holds at the time of execution of the contract.

(F) **Policy Changes.** In the event of unilateral cancellation or restriction by the insurance company of an insurance policy referred to in this section, the Contractor shall immediately notify County orally and in writing within three (3) working days.

Section 3. Other contractor duties: Contractor further agrees to:

(A) Comply with all applicable local laws and Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes (“Public Contracts and Purchasing”) which are incorporated by this reference in this Contract: ORS 279A.220, 279A.230 and 279A.235.

(B) Not delegate the responsibility for providing services hereunder to any other individual or agency, except as provided in this contract, and to provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.

Section 4. Termination; for cause, non-funding, convenience:

(A) **For Cause.** It is further agreed that this Contract may be terminated by the County for either of the following causes by the mailing of written notice to the Contractor at Contractor’s address given above, specifying the cause:

(1) Unsatisfactory performance or nonperformance. The Linn County Board of Commissioners is the sole judge of Contractor’s unsatisfactory performance or nonperformance; or

(2) Loss of available funding.

(B) **For Convenience.** Either party may terminate this Contract without specifying any reason for termination by giving written notice of intent to

terminate, in writing, mailed at least ___ calendar days before the intended termination date to the other party at the party’s address given above.

Section 5. Merger. This contract fully executed by the parties constitutes the entire contract between the parties. It may not be changed, except that amendments may be made provided the same are in writing and signed by the parties hereto.

Section 6. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor’s performance hereunder. Contractor acknowledges and agrees that County, the Oregon Secretary of State’s Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by Contractor for a minimum of 3 years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 7. Assignment. The Contractor shall not assign the Contract in whole or in part for any purpose without the express written consent from the County.

Section 8. Severability. Should any provision of this Contract, at any time, be in conflict with any law, ruling or regulation, or be unenforceable for any reason, than such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Contract becomes less than operative, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

Section 9. Venue and applicable law. The laws of the State of Oregon shall govern in any action, claim or suit on this contract. The place of venue for any claim, suit, or action shall be Linn County. Each party shall be responsible for that party’s attorney fees, costs and disbursements at all times including appeals.

Section 10. Declaration of the nature of the contractual relationship: Contractor agrees that Contractor is an independent Contractor and not an employee of or agent of the County. County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

Section 11. Workers’ Compensation. Contractor, its subcontractors, and all employers working under this contract are subject employers under the Oregon Workers’ Compensation law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all their subject workers.

Section 12. Survival. All rights and obligations shall cease upon termination or expiration of this contract, except for the rights and obligations set forth in sections 1, 8, and 9.

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

Appendix 4 — Reporting Process for the Contracting County Agency

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

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

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

- a) record the information required by 630.710 (C) & (D)] on the “**Weekly Log of Contracts Executed of \$2,500 or More**” form; and
- b) send the log executed during the week prior to the Weekly Work Session to the Board. The logs shall be available by the start of that Work Session.

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

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

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

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

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

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

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

3) **Clerk’s role.** The Clerk will:

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

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

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

TEMPORARY REPORTING REQUIREMENT (MONTHLY LOG — APPENDIX 6)

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

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

b) send it to the Board.

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

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

[Adopted 99-383 eff 9/1/99]

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