



Agenda Item

March 13, 2023

TO: Honorable Mayor and City Council
FROM: McKenzie Granum, Assistant City Attorney
SUBJECT: **Oregon HB 3071 – Law Requiring State and Local Elected Officials to be Mandatory Reporters of Abuse**

RECOMMENDATION:

Accept the report and inform staff if any further action is needed.

BACKGROUND:

In Oregon, there are statewide mandatory abuse reporting laws that address when an individual is required by law to report suspected or known cases of child or elder abuse. Oregon Revised Statutes (ORS 124.050, 419B.005, 430.735, and 441.630) include lists of certain "public and private officials" that are required to report the abuse children and elder and vulnerable adults to the Oregon Department of Human Services ("DHS").

In 2021, Oregon House Bill No. 3071 altered the definition of public official in those statutes to include as mandatory reporters "elected officials of a branch of government of this state or a state agency, board, commission or department of a branch of government of this state or of a city, county or other political subdivision in this state."

DISCUSSION:

Since members of the City Council and the Mayor now fall under the definition of public officials required to serve as mandatory reporters, staff wanted to raise awareness of the new law, provide the Council with a copy of the changes in the law, and connect the Council with direct resources from Oregon DHS, which include guidelines covering the mandatory reporting requirements.

The materials included below from DHS are intended to provide general information regarding mandatory abuse reporting requirements and provide the Council with general knowledge of when they may have a duty to report abuse:

DHS – Mandatory Reporting & Abuse Matrix

Populations	Oregon Statute	Reporting Responsibility	Abuse Reporting Number 1-855-503-SAFE (7233)	Local Law Enforcement
Children “Under Age 18 or under 21 and living in or receiving services from a child-caring agency”	419B.005 to 419B.045	24 hours/ 7days	✓	✓
Adults “65 and Over”	124.050 to 124.095	24 hours/ 7days	✓	✓
Adults with Developmental Disabilities	430.735 to 430.765	24 hours/ 7days	✓	✓
Adults with Mental Illness	430.735 to 430.765	24 hours/ 7days	✓	✓
Residents in Nursing Facilities	441.630 to 441.680	24 hours/ 7days	✓	✓

Reporting Child Abuse

Reports are made by phone to the Oregon Child Abuse Hotline at **1-855-503-SAFE (7233)**. The hotline is open 24 hours a day, 365 days a year.

- [Child Abuse Reporting Guide](#) (copy of documented included as attachment)
- [Questions to consider](#) (copy of documented included as attachment)
- [Mandatory reporting of child abuse](#) (Link includes access to a 30-minute Training Video describing the role of mandatory reporters;

full url:
https://www.oregon.gov/dhs/ABUSE/Pages/mandatory_report.aspx

Suspicion of abuse is all that is necessary to report child abuse. Reports are confidential. If known, provide the child's name, age, address, gender, school attended (if possible), and names of parents. You will be asked to describe your concerns for the child including observations and statements made by the child.

Reporting Elder and Vulnerable Adult Abuse

Call 1-855-503-SAFE (7233) if you suspect an adult is being abused. This is a statewide hotline to report abuse or neglect of any adult or child to the Oregon Department of Human Services (ODHS).

- [Reporting Abuse of Older Adults and People with Physical Disabilities](#) (copy of document included as attachment)
- If you suspect abuse, neglect or financial exploitation of an adult with developmental disabilities, [report abuse or neglect to your county developmental disability program](#)
- If you suspect abuse, neglect or financial exploitation of an adult with mental illness, [report abuse to your county mental health program](#).
- If you suspect a nursing facility resident was neglected or abused, please contact the Nursing Facility Complaint Unit. Phone: 1-877-280-4555, Fax: 1-888-550-6788
For more information see: [Licensed Long-Term Care Facilities](#)

When you call to report an issue, a screener will ask for details. Some of the information you may be asked to provide includes:

- Details about the person you are concerned about, like their age, where they live, and their current level of functioning (if known)
- A description of the problem or issue that you feel is inadequate, abusive or neglectful
- Information about other people or witnesses who may have direct information about your complaint
- Whether or not the person is in immediate danger or risk of harm
- Details about how to contact you in the future if more information is needed or if you want a copy of the non-confidential public report

Should the Council decide it would like an in-person mandatory reporter training, City staff can make a request to our local DHS – Child Welfare office for their staff to provide a 90-minute comprehensive training course.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Enrolled Oregon House Bill 3071 (2021)
- Oregon Child Abuse Reporting Guide
- Questions to Consider Before Calling the Oregon Child Abuse Hotline Pamphlet
- Oregon Guide for Reporting Abuse of Older Adults and People with Physical Disabilities

Enrolled House Bill 3071

Sponsored by Representative LEWIS; Representatives LEIF, MOORE-GREEN, MORGAN, NERON,
Senator RILEY

CHAPTER

AN ACT

Relating to mandatory abuse reporters; amending ORS 124.050, 419B.005, 430.735 and 441.630.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 124.050 is amended to read:

124.050. As used in ORS 124.050 to 124.095:

(1) "Abuse" means one or more of the following:

(a) Any physical injury to an elderly person caused by other than accidental means, or which appears to be at variance with the explanation given of the injury.

(b) Neglect.

(c) Abandonment, including desertion or willful forsaking of an elderly person or the withdrawal or neglect of duties and obligations owed an elderly person by a caretaker or other person.

(d) Willful infliction of physical pain or injury upon an elderly person.

(e) An act that constitutes a crime under ORS 163.375, 163.405, 163.411, 163.415, 163.425, 163.427, 163.465, 163.467 or 163.525.

(f) Verbal abuse.

(g) Financial exploitation.

(h) Sexual abuse.

(i) Involuntary seclusion of an elderly person for the convenience of a caregiver or to discipline the person.

(j) A wrongful use of a physical or chemical restraint of an elderly person, excluding an act of restraint prescribed by a physician licensed under ORS chapter 677 and any treatment activities that are consistent with an approved treatment plan or in connection with a court order.

(2) "Elderly person" means any person 65 years of age or older who is not subject to the provisions of ORS 441.640 to 441.665.

(3) "Facility" means:

(a) A long term care facility as that term is defined in ORS 442.015.

(b) A residential facility as that term is defined in ORS 443.400, including but not limited to an assisted living facility.

(c) An adult foster home as that term is defined in ORS 443.705.

(4) "Financial exploitation" means:

(a) Wrongfully taking the assets, funds or property belonging to or intended for the use of an elderly person or a person with a disability.

(b) Alarming an elderly person or a person with a disability by conveying a threat to wrongfully take or appropriate money or property of the person if the person would reasonably believe that the threat conveyed would be carried out.

(c) Misappropriating, misusing or transferring without authorization any money from any account held jointly or singly by an elderly person or a person with a disability.

(d) Failing to use the income or assets of an elderly person or a person with a disability effectively for the support and maintenance of the person.

(5) "Intimidation" means compelling or deterring conduct by threat.

(6) "Law enforcement agency" means:

(a) Any city or municipal police department.

(b) Any county sheriff's office.

(c) The Oregon State Police.

(d) Any district attorney.

(e) A police department established by a university under ORS 352.121 or 353.125.

(7) "Neglect" means failure to provide basic care or services that are necessary to maintain the health or safety of an elderly person.

(8) "Person with a disability" means a person described in:

(a) ORS 410.040 (7); or

(b) ORS 410.715.

(9) "Public or private official" means:

(a) Physician or physician assistant licensed under ORS chapter 677, naturopathic physician or chiropractor, including any intern or resident.

(b) Licensed practical nurse, registered nurse, nurse practitioner, nurse's aide, home health aide or employee of an in-home health service.

(c) Employee of the Department of Human Services or community developmental disabilities program.

(d) Employee of the Oregon Health Authority, local health department or community mental health program.

(e) Peace officer.

(f) Member of the clergy.

(g) Regulated social worker.

(h) Physical, speech or occupational therapist.

(i) Senior center employee.

(j) Information and referral or outreach worker.

(k) Licensed professional counselor or licensed marriage and family therapist.

(L) *[Member of the Legislative Assembly.]* **Elected official of a branch of government of this state or a state agency, board, commission or department of a branch of government of this state or of a city, county or other political subdivision in this state.**

(m) Firefighter or emergency medical services provider.

(n) Psychologist.

(o) Provider of adult foster care or an employee of the provider.

(p) Audiologist.

(q) Speech-language pathologist.

(r) Attorney.

(s) Dentist.

(t) Optometrist.

(u) Chiropractor.

(v) Personal support worker, as defined in ORS 410.600.

(w) Home care worker, as defined in ORS 410.600.

(x) Referral agent, as defined in ORS 443.370.

(10) "Services" includes but is not limited to the provision of food, clothing, medicine, housing, medical services, assistance with bathing or personal hygiene or any other service essential to the well-being of an elderly person.

(11)(a) "Sexual abuse" means:

(A) Sexual contact with an elderly person who does not consent or is considered incapable of consenting to a sexual act under ORS 163.315;

(B) Verbal or physical harassment of a sexual nature, including but not limited to severe or pervasive exposure to sexually explicit material or language;

(C) Sexual exploitation;

(D) Any sexual contact between an employee of a facility or paid caregiver and an elderly person served by the facility or caregiver; or

(E) Any sexual contact that is achieved through force, trickery, threat or coercion.

(b) "Sexual abuse" does not mean consensual sexual contact between an elderly person and:

(A) An employee of a facility who is also the spouse of the elderly person; or

(B) A paid caregiver.

(12) "Sexual contact" has the meaning given that term in ORS 163.305.

(13) "Verbal abuse" means to threaten significant physical or emotional harm to an elderly person or a person with a disability through the use of:

(a) Derogatory or inappropriate names, insults, verbal assaults, profanity or ridicule; or

(b) Harassment, coercion, threats, intimidation, humiliation, mental cruelty or inappropriate sexual comments.

SECTION 2. ORS 419B.005 is amended to read:

419B.005. As used in ORS 419B.005 to 419B.050, unless the context requires otherwise:

(1)(a) "Abuse" means:

(A) Any assault, as defined in ORS chapter 163, of a child and any physical injury to a child which has been caused by other than accidental means, including any injury which appears to be at variance with the explanation given of the injury.

(B) Any mental injury to a child, which shall include only observable and substantial impairment of the child's mental or psychological ability to function caused by cruelty to the child, with due regard to the culture of the child.

(C) Rape of a child, which includes but is not limited to rape, sodomy, unlawful sexual penetration and incest, as those acts are described in ORS chapter 163.

(D) Sexual abuse, as described in ORS chapter 163.

(E) Sexual exploitation, including but not limited to:

(i) Contributing to the sexual delinquency of a minor, as defined in ORS chapter 163, and any other conduct which allows, employs, authorizes, permits, induces or encourages a child to engage in the performing for people to observe or the photographing, filming, tape recording or other exhibition which, in whole or in part, depicts sexual conduct or contact, as defined in ORS 167.002 or described in ORS 163.665 and 163.670, sexual abuse involving a child or rape of a child, but not including any conduct which is part of any investigation conducted pursuant to ORS 419B.020 or which is designed to serve educational or other legitimate purposes; and

(ii) Allowing, permitting, encouraging or hiring a child to engage in prostitution as described in ORS 167.007 or a commercial sex act as defined in ORS 163.266, to purchase sex with a minor as described in ORS 163.413 or to engage in commercial sexual solicitation as described in ORS 167.008.

(F) Negligent treatment or maltreatment of a child, including but not limited to the failure to provide adequate food, clothing, shelter or medical care that is likely to endanger the health or welfare of the child.

(G) Threatened harm to a child, which means subjecting a child to a substantial risk of harm to the child's health or welfare.

(H) Buying or selling a person under 18 years of age as described in ORS 163.537.

(I) Permitting a person under 18 years of age to enter or remain in or upon premises where methamphetamines are being manufactured.

(J) Unlawful exposure to a controlled substance, as defined in ORS 475.005, or to the unlawful manufacturing of a cannabinoid extract, as defined in ORS 475B.015, that subjects a child to a substantial risk of harm to the child's health or safety.

(b) "Abuse" does not include reasonable discipline unless the discipline results in one of the conditions described in paragraph (a) of this subsection.

(2) "Child" means an unmarried person who:

(a) Is under 18 years of age; or

(b) Is under 21 years of age and residing in or receiving care or services at a child-caring agency as that term is defined in ORS 418.205.

(3) "Higher education institution" means:

(a) A community college as defined in ORS 341.005;

(b) A public university listed in ORS 352.002;

(c) The Oregon Health and Science University; and

(d) A private institution of higher education located in Oregon.

(4)(a) "Investigation" means a detailed inquiry into or assessment of the safety of a child alleged to have experienced abuse.

(b) "Investigation" does not include screening activities conducted upon the receipt of a report.

(5) "Law enforcement agency" means:

(a) A city or municipal police department.

(b) A county sheriff's office.

(c) The Oregon State Police.

(d) A police department established by a university under ORS 352.121 or 353.125.

(e) A county juvenile department.

(6) "Public or private official" means:

(a) Physician or physician assistant licensed under ORS chapter 677 or naturopathic physician, including any intern or resident.

(b) Dentist.

(c) School employee, including an employee of a higher education institution.

(d) Licensed practical nurse, registered nurse, nurse practitioner, nurse's aide, home health aide or employee of an in-home health service.

(e) Employee of the Department of Human Services, Oregon Health Authority, Early Learning Division, Department of Education, Youth Development Division, Office of Child Care, the Oregon Youth Authority, a local health department, a community mental health program, a community developmental disabilities program, a county juvenile department, a child-caring agency as that term is defined in ORS 418.205 or an alcohol and drug treatment program.

(f) Peace officer.

(g) Psychologist.

(h) Member of the clergy.

(i) Regulated social worker.

(j) Optometrist.

(k) Chiropractor.

(L) Certified provider of foster care, or an employee thereof.

(m) Attorney.

(n) Licensed professional counselor.

(o) Licensed marriage and family therapist.

(p) Firefighter or emergency medical services provider.

(q) A court appointed special advocate, as defined in ORS 419A.004.

(r) A child care provider registered or certified under ORS 329A.030 and 329A.250 to 329A.450.

(s) [*Member of the Legislative Assembly.*] **An elected official of a branch of government of this state or a state agency, board, commission or department of a branch of government of this state or of a city, county or other political subdivision in this state.**

(t) Physical, speech or occupational therapist.

(u) Audiologist.

(v) Speech-language pathologist.

(w) Employee of the Teacher Standards and Practices Commission directly involved in investigations or discipline by the commission.

(x) Pharmacist.

(y) An operator of a preschool recorded program under ORS 329A.255.

(z) An operator of a school-age recorded program under ORS 329A.257.

(aa) Employee of a private agency or organization facilitating the provision of respite services, as defined in ORS 418.205, for parents pursuant to a properly executed power of attorney under ORS 109.056.

(bb) Employee of a public or private organization providing child-related services or activities:

(A) Including but not limited to youth groups or centers, scout groups or camps, summer or day camps, survival camps or groups, centers or camps that are operated under the guidance, supervision or auspices of religious, public or private educational systems or community service organizations; and

(B) Excluding community-based, nonprofit organizations whose primary purpose is to provide confidential, direct services to victims of domestic violence, sexual assault, stalking or human trafficking.

(cc) A coach, assistant coach or trainer of an amateur, semiprofessional or professional athlete, if compensated and if the athlete is a child.

(dd) Personal support worker, as defined in ORS 410.600.

(ee) Home care worker, as defined in ORS 410.600.

(ff) Animal control officer, as defined in ORS 609.500.

(gg) Member of a school district board or public charter school governing body.

(hh) An individual who is paid by a public body, in accordance with ORS 430.215, to provide a service identified in an individualized written service plan of a child with a developmental disability.

SECTION 3. ORS 430.735 is amended to read:

430.735. As used in ORS 430.735 to 430.765:

(1) "Abuse" means one or more of the following:

(a) Abandonment, including desertion or willful forsaking of an adult or the withdrawal or neglect of duties and obligations owed an adult by a caregiver or other person.

(b) Any physical injury to an adult caused by other than accidental means, or that appears to be at variance with the explanation given of the injury.

(c) Willful infliction of physical pain or injury upon an adult.

(d) Sexual abuse.

(e) Neglect.

(f) Verbal abuse of an adult.

(g) Financial exploitation of an adult.

(h) Involuntary seclusion of an adult for the convenience of the caregiver or to discipline the adult.

(i) A wrongful use of a physical or chemical restraint upon an adult, excluding an act of restraint prescribed by a physician licensed under ORS chapter 677, physician assistant licensed under ORS 677.505 to 677.525, naturopathic physician licensed under ORS chapter 685 or nurse practitioner licensed under ORS 678.375 to 678.390 and any treatment activities that are consistent with an approved treatment plan or in connection with a court order.

(j) An act that constitutes a crime under ORS 163.375, 163.405, 163.411, 163.415, 163.425, 163.427, 163.465 or 163.467.

(k) Any death of an adult caused by other than accidental or natural means.

- (2) "Adult" means a person 18 years of age or older:
- (a) With a developmental disability who is currently receiving services from a community program or facility or who was previously determined eligible for services as an adult by a community program or facility;
 - (b) With a severe and persistent mental illness who is receiving mental health treatment from a community program; or
 - (c) Who is receiving services for a substance use disorder or a mental illness in a facility or a state hospital.
- (3) "Adult protective services" means the necessary actions taken to prevent abuse or exploitation of an adult, to prevent self-destructive acts and to safeguard the adult's person, property and funds, including petitioning for a protective order as defined in ORS 125.005. Any actions taken to protect an adult shall be undertaken in a manner that is least intrusive to the adult and provides for the greatest degree of independence.
- (4) "Caregiver" means an individual, whether paid or unpaid, or a facility that has assumed responsibility for all or a portion of the care of an adult as a result of a contract or agreement.
- (5) "Community program" includes:
- (a) A community mental health program or a community developmental disabilities program as established in ORS 430.610 to 430.695; or
 - (b) A provider that is paid directly or indirectly by the Oregon Health Authority to provide mental health treatment in the community.
- (6) "Facility" means a residential treatment home or facility, residential care facility, adult foster home, residential training home or facility or crisis respite facility.
- (7) "Financial exploitation" means:
- (a) Wrongfully taking the assets, funds or property belonging to or intended for the use of an adult.
 - (b) Alarming an adult by conveying a threat to wrongfully take or appropriate money or property of the adult if the adult would reasonably believe that the threat conveyed would be carried out.
 - (c) Misappropriating, misusing or transferring without authorization any money from any account held jointly or singly by an adult.
 - (d) Failing to use the income or assets of an adult effectively for the support and maintenance of the adult.
- (8) "Intimidation" means compelling or deterring conduct by threat.
- (9) "Law enforcement agency" means:
- (a) Any city or municipal police department;
 - (b) A police department established by a university under ORS 352.121 or 353.125;
 - (c) Any county sheriff's office;
 - (d) The Oregon State Police; or
 - (e) Any district attorney.
- (10) "Neglect" means:
- (a) Failure to provide the care, supervision or services necessary to maintain the physical and mental health of an adult that may result in physical harm or significant emotional harm to the adult;
 - (b) Failure of a caregiver to make a reasonable effort to protect an adult from abuse; or
 - (c) Withholding of services necessary to maintain the health and well-being of an adult that leads to physical harm of the adult.
- (11) "Public or private official" means:
- (a) Physician licensed under ORS chapter 677, physician assistant licensed under ORS 677.505 to 677.525, naturopathic physician, psychologist or chiropractor, including any intern or resident;
 - (b) Licensed practical nurse, registered nurse, nurse's aide, home health aide or employee of an in-home health service;

(c) Employee of the Department of Human Services or Oregon Health Authority, local health department, community mental health program or community developmental disabilities program or private agency contracting with a public body to provide any community mental health service;

(d) Peace officer;

(e) Member of the clergy;

(f) Regulated social worker;

(g) Physical, speech or occupational therapist;

(h) Information and referral, outreach or crisis worker;

(i) Attorney;

(j) Licensed professional counselor or licensed marriage and family therapist;

(k) Any public official;

(L) Firefighter or emergency medical services provider;

(m) *[Member of the Legislative Assembly;]* **Elected official of a branch of government of this state or a state agency, board, commission or department of a branch of government of this state or of a city, county or other political subdivision in this state;**

(n) Personal support worker, as defined in ORS 410.600;

(o) Home care worker, as defined in ORS 410.600; or

(p) An individual paid by the Department of Human Services to provide a service identified in an individualized written service plan of an adult with a developmental disability.

(12) "Services" includes but is not limited to the provision of food, clothing, medicine, housing, medical services, assistance with bathing or personal hygiene or any other service essential to the well-being of an adult.

(13)(a) "Sexual abuse" means:

(A) Sexual contact with a nonconsenting adult or with an adult considered incapable of consenting to a sexual act under ORS 163.315;

(B) Sexual harassment, sexual exploitation or inappropriate exposure to sexually explicit material or language;

(C) Any sexual contact between an employee of a facility or paid caregiver and an adult served by the facility or caregiver;

(D) Any sexual contact between an adult and a relative of the adult other than a spouse;

(E) Any sexual contact that is achieved through force, trickery, threat or coercion; or

(F) Any sexual contact between an individual receiving mental health or substance abuse treatment and the individual providing the mental health or substance abuse treatment.

(b) "Sexual abuse" does not mean consensual sexual contact between an adult and a paid caregiver who is the spouse of the adult.

(14) "Sexual contact" has the meaning given that term in ORS 163.305.

(15) "Verbal abuse" means to threaten significant physical or emotional harm to an adult through the use of:

(a) Derogatory or inappropriate names, insults, verbal assaults, profanity or ridicule; or

(b) Harassment, coercion, threats, intimidation, humiliation, mental cruelty or inappropriate sexual comments.

SECTION 4. ORS 441.630 is amended to read:

441.630. As used in ORS 441.630 to 441.680:

(1) "Abuse" means:

(a) Any physical injury to a resident of a long term care facility which has been caused by other than accidental means.

(b) Failure to provide basic care or services, which failure results in physical harm or unreasonable discomfort or serious loss of human dignity.

(c) Sexual contact with a resident caused by an employee, agent or other resident of a long term care facility by force, threat, duress or coercion.

(d) Illegal or improper use of a resident's resources for the personal profit or gain of another person.

- (e) Verbal or mental abuse as prohibited by federal law.
 - (f) Corporal punishment.
 - (g) Involuntary seclusion for convenience or discipline.
 - (2) "Abuse complaint" means any oral or written communication to the department, one of its agents or a law enforcement agency alleging abuse.
 - (3) "Department" means the Department of Human Services or a designee of the department.
 - (4) "Facility" means a long term care facility, as defined in ORS 442.015.
 - (5) "Law enforcement agency" means:
 - (a) Any city or municipal police department.
 - (b) A police department established by a university under ORS 352.121 or 353.125.
 - (c) Any county sheriff's office.
 - (d) The Oregon State Police.
 - (e) Any district attorney.
 - (6) "Public or private official" means:
 - (a) Physician, including any intern or resident.
 - (b) Licensed practical nurse or registered nurse.
 - (c) Employee of the Department of Human Services, a community developmental disabilities program or a long term care facility or person who contracts to provide services to a long term care facility.
 - (d) Employee of the Oregon Health Authority, local health department or community mental health program.
 - (e) Peace officer.
 - (f) Member of the clergy.
 - (g) Regulated social worker.
 - (h) Physical, speech and occupational therapists.
 - (i) Legal counsel for a resident or guardian or family member of the resident.
 - (j) *[Member of the Legislative Assembly.] Elected official of a branch of government of this state or a state agency, board, commission or department of a branch of government of this state or of a city, county or other political subdivision in this state.*
 - (k) Personal support worker, as defined in ORS 410.600.
 - (L) Home care worker, as defined in ORS 410.600.
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Passed by House April 10, 2021

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Timothy G. Sekerak, Chief Clerk of House

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Tina Kotek, Speaker of House

Passed by Senate May 28, 2021

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Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2021

Approved:

.....M.,....., 2021

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Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2021

.....
Shemia Fagan, Secretary of State

Oregon Child Abuse Hotline

Child Abuse Reporting Guide



When in doubt, call

Any time you suspect abuse, call. Hotline screeners accept voluntary calls from all concerned individuals. Make an immediate report to the Oregon Child Abuse Hotline if you are a mandatory reporter (see Oregon Revised Statute 419B.005) and have reasonable cause to believe that:

- Any child with whom you have been in contact has suffered abuse, or
- Any person with whom you have been in contact has abused a child.

How to make a report of child abuse

The Oregon Child Abuse Hotline accepts reports 24 hours a day, 365 days a year.

When calling, you can choose from the following options:

- Spanish speaking
- Law enforcement
- Mandatory reporter
- General public
- Call back feature

1-855-503-SAFE (7233)

If the child is in danger, please call 911 immediately.

Mission

The Oregon Child Abuse Hotline's mission is to receive reports of child abuse and provide excellent customer service with equitable and consistent decision making to ensure safety for Oregon's children.

Be prepared to provide the following information (if known):

- Name, date of birth or age for all adults and children involved
- A description of the abuse, including whether the child has current injuries
- Alleged perpetrator's name, location and access to the child
- Whether the child has Native American or Alaska Native heritage
- Telephone numbers, including area code
- Any cultural or language considerations, race and ethnicity
- Addresses, directions or other means to locate the individuals of concern
- Additional information related to family functioning, resources and supports
- Detailed observations and statements made by the child or others
- If applicable, a description of the child's disability or any special needs.

Abuse types:

- Neglect
- Physical abuse
- Mental injury
- Sexual abuse
- Threat of harm

Possible abuse indicators:

- Inadequate supervision
- Failure to provide food, clothing or shelter
- Unexplained or suspicious injuries
- Intimate partner violence
- Substance abuse and misuse that affects the child
- Fear or changed behavior in child
- Atypical interest in sex, knowledge of sexual behavior or acting out sexually
- Rejecting or terrorizing the child.

What you can expect from the hotline:

A focus on safety

- National data reveals with a centralized hotline, more families are found to be eligible for supportive services.
- Screeners are trained and trauma-informed.
- All reports are also reported to law enforcement.

A focus on consistency

- Call center software captures real time data and provides information to improve screener performance.
- Consistent application of Oregon Revised Statutes when screening reports of child abuse.
- Your feedback is used for continuous quality improvement (CQI).

A focus on customer service

- Hotline screeners and supervisors are available 24/7/365 to accept reports of suspected child abuse.
- You are notified of the outcome of your report.

The Oregon Child Abuse Hotline wants to hear your questions, comments and training needs.
Feedback.OregonChildAbuseHotline@dhsosha.state.or.us

You can get this document in other languages, large print, braille or a format you prefer. Contact the Oregon Child Abuse Hotline at 1-855-503-SAFE (7233). We accept all relay calls or you can dial 711.

Questions to Consider Before Calling the Oregon Child Abuse Hotline

Contact the Oregon Child Abuse Hotline at 1-855-503-7233 (SAFE)



Find community information and resources through 211.

What is the most important thing to remember?

You should report any reasonable suspicion of child abuse; *you do not have to prove it.*

If you suspect a child has been abused, call the Oregon Child Abuse Hotline at **1-855-503-SAFE (7233)** to discuss your concerns.

What resources and supports does the family need?

- What resources is the family already accessing or trying to access? Are there barriers to access?
- Are there other professionals, such as a school counselor involved? If so, what resources or supports have they tried to connect the family to?
- Has school staff spoken to the parent or caregiver about the issue, or do they plan to? If so, what was their response?

What are warning signs of child abuse?

We group them into three categories:

- **Physical signs** present on the child
- **Behavioral signs** or statements made by the **child**, or
- **Behavioral signs** or statements made by the **parent or caregiver**.

Additional information is valuable. However, it is not your responsibility to investigate the situation. If you have concerns, it is appropriate for you to engage the child in a conversation to seek more information.

- It is essential to only use the child's own words when clarifying.
- Be curious and unassuming. "**Tell me more about that ...**" or "**Why did that happen?**" are both open-ended questions that can allow a child to share as much information as they are comfortable sharing.
- If the explanation does not seem to fit an injury, **make a report.**



Find additional resources at https://www.oregon.gov/dhs/abuse/pages/mandatory_report.aspx

You can get this document in other languages, large print, braille or a format you prefer. Contact the Oregon Child Abuse Hotline at 1-855-503-SAFE (7233). We accept all relay calls or you can dial 711.

Please consider providing feedback or asking questions by sending them to Feedback.OregonChildAbuseHotline@dhsosha.state.or.us

What to do when a child makes a disclosure of possible abuse:

- **Remain calm.** A child may retract information or stop talking if they sense a strong reaction.
- Find a private and **quiet place to talk** without interruptions.
- Listen intently and follow up with **“Then what happened?”** to allow the child an opportunity to use their own words to describe the situation.
- Reassure the child they are **not in trouble**.
- **Let the child know what you will do:** “We need to tell someone who knows how to help children and families.”
- **Support the child:** “I’m sorry that happened to you.”
- Do what you can to **make certain the child is safe** from further abuse by making a report.

Do not defer your obligation to someone else when you suspect child abuse, even if internal policies direct you to.

Report immediately to the Oregon Child Abuse Hotline or law enforcement **24 hours a day, 7 days a week**, even when you are not working. Report even if you do not know the names of involved individuals. Also, make sure you **identify yourself**; it is not a mandatory report when you are anonymous.

Families often come in contact with ODHS Child Welfare because they need help.

- ▶ Find prevention resources and answers to more frequently asked questions on the ODHS Child Safety page at <https://www.oregon.gov/dhs/CHILDREN/CHILD-ABUSE/Pages/index.aspx>
- ▶ Find more resources on the Mandatory Reporting of Child Abuse page at https://www.oregon.gov/dhs/abuse/pages/mandatory_report.aspx
- ▶ Contact the Oregon Child Abuse Hotline at **1-855-503-7233 (SAFE)**.

What happens after a report of abuse?

Local aging and disability and AAA offices:

- Provide protective services;
- Investigate reports of suspected abuse;
- Determine if abuse or neglect occurred; and
- Work with law enforcement if there may be a crime.

Can you keep my name confidential if I report abuse?

State law protects your confidentiality when you report abuse. Your identity can only be given under specific legal exceptions. For example, when there is a report of a crime or an order by a judge. You do not have to give your name if you wish to remain anonymous.



To report abuse call
1-855-503-SAFE (7233)
or your local DHS office.

For more information and to find your local office please visit
www.oregon.gov/DHS/abuse/Pages/index.aspx.

Reporting Abuse of Older Adults and People with Physical Disabilities

Does the law offer protection for mandatory reporters?

Yes. Oregon's adult abuse reporting law protects mandatory reporters, if you report suspected abuse in good faith. If you do so, then you are safe from civil and criminal liability.



You can get this document in other languages, large print, braille or a format you prefer. Contact Aging and People with Disabilities at 503-945-5811 or 1-800-282-8096 or email APD.APSUnit@dhsosha.state.or.us. We accept all relay calls or you can dial 711.





Abuse robs older adults and people with physical disabilities of health, safety and property. We can commit to improving their quality of life through prevention and reporting.

What is “adult abuse”?

Adults:

- Age 65 and older
- Age 18 and older who have physical disabilities

Abuse includes:

- Physical harm or injury;
- Failure to provide basic care;
- Financial exploitation;
- Verbal or emotional abuse;
- Involuntary seclusion;
- Wrongful restraint;
- Unwanted sexual contact;
- Abandonment by the caregiver; or
- Self-neglect (when individuals lack the cognitive ability to care for themselves, which can lead to harm).

Where does adult abuse occur?

Abuse can happen wherever someone lives. Examples are:

- A person’s own home or a family or friend’s home;
- A nursing facility;
- A residential care facility;
- An assisted living facility;
- An adult foster home; or
- In public (supermarkets, restaurants, malls, etc.).

How big a problem is adult abuse?

Each year, there are tens of thousands of complaints of adult abuse and self-neglect in Oregon. Taking these reports are:

- Department of Human Services (DHS);
- Local offices of aging and adults with physical disabilities (APD); and
- Local Area Agencies on Aging (AAAs)

As baby boomers age, these numbers will grow. In 2020, 17.6 percent of Oregon’s population is 65 or older. In 2030, 20 percent will be 65 or older.



Who should report abuse?

Everyone can and should report abuse. We all have a responsibility to protect those who cannot protect themselves. Certain people are “mandatory reporters.” This means by Oregon law they must report (ORS 124.050).

Who is a mandatory reporter?

You are a mandatory reporter 24/7 if you are a(an):

- Physician, psychiatrist, naturopathic physician, osteopathic physician, chiropractor, podiatric physician, physician assistant, or surgeon including any intern or resident;
- Licensed practical nurse, registered nurse, nurse practitioner, nurse’s aide, home health aide, or employee of an in-home health service;
- Employee of DHS or Oregon Health Authority (OHA), county health department, community mental health program, developmental disabilities program or an Area Agency on Aging (AAA);
- Employee of a nursing facility or an individual who contracts to provide services to a nursing facility;
- Peace officer;

- Member of the clergy;
- Psychologist, regulated social worker, licensed professional counselor or licensed marriage and family therapist;
- Physical therapist, speech therapist, occupational therapist, audiologist or speech language pathologist;
- Information and referral or outreach worker;
- Senior center employee;
- Firefighter or emergency medical services provider;
- Adult foster home licensee or an employee of the licensee;
- Member of the Oregon Legislature or their staff;
- Attorney;
- Dentist or optometrist;
- Homecare worker;
- Personal support worker; or
- Referral agent.

Note: For any resident in a nursing facility, this also includes the following:

- Legal counsel;
- Guardian; or
- Family member.



Together, we have the power to prevent abuse.

**COUNCIL MEETING MINUTES
FEBRUARY 27, 2023**

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, FEBRUARY 27, 2023

CONVENED The meeting convened at 7:00 p.m. with Mayor Lonergan presiding.

ROLL CALL

Mayor Lonergan	Present
Councilor Carney	Present
Councilor Cornwell	Present
Councilor Schaub	Present
Councilor Swanson	Present – 7:02 p.m.
Councilor Morris	Present
Councilor Cabrales	Present

Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Deputy Police Chief Millican, Public Works Director Stultz, Community Development Director Kerr, Economic Development Director Johnk, Special Projects Director Wakeley, Community Services Director Cuomo, Public Affairs and Communications Coordinator Moore, Community Relations Manager Herrera, City Recorder Pierson

APPOINTMENTS

Mayor Lonergan stated that there is an opening on the Mid-Willamette Community Action Agency and he would like to appoint himself to fill the opening. **Carney/Schaub**...appoint Mayor Lonergan to the Mid-Willamette Community Action Agency. The motion passed unanimously.

PRESENTATIONS

Southwest Planning Area Projects Update – Community Development Director Kerr provided a presentation on the various projects that are occurring in the southwest area of Woodburn.

COMMUNICATIONS

Mayor Lonergan stated that he and the City Council received an email from a citizen regarding traffic concerns between Woodburn and Hubbard near Carl Rd.

CONSENT AGENDA

A. Woodburn City Council minutes of February 13, 2023,
Carney/Cabrales... adopt the Consent Agenda. Mayor Lonergan stated that the motion passed.

COUNCIL BILL NO. 3204 - A RESOLUTION DIRECTING THAT TWO “NO PARKING” SIGNS BE INSTALLED ON EACH SIDE OF KILLIAN SPRING DRIVE, SOUTH OF WEST HAYES STREET

Carney introduced Council Bill No. 3204. City Recorder Pierson read the bill by title only since there were no objections from the Council. Public Works Director Stultz provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Lonergan declared Council Bill No. 3204 duly passed.

COUNCIL BILL NO. 3205 - A RESOLUTION TO EXTEND AND PROVIDE MUNICIPAL WATER SERVICES TO A RESIDENTIAL PROPERTY OWNED BY MARION COUNTY LOCATED AT 1505 BLAINE STREET, WOODBURN, OREGON, LOCATED OUTSIDE

COUNCIL MEETING MINUTES

FEBRUARY 27, 2023

THE CORPORATE CITY BOUNDARIES

Carney introduced Council Bill No. 3205. City Recorder Pierson read the bill by title only since there were no objections from the Council. Public Works Director Stultz provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Lonergan declared Council Bill No. 3205 duly passed.

OREGON MAIN STREET REVITALIZATION GRANT HISTORIC MASONIC BUILDING RESTORATION PROJECT – 235 N. FRONT STREET

City Administrator Derickson stated that he is a member of the Masonic Lodge but he has no interest in the building and no potential or actual conflict. Economic Development Director Johnk provided a staff report. Councilor Morris noted that he is also a member of the Masonic Lodge and has no potential conflict. **Carney/Cabrales...** authorize staff to proceed with the Oregon Main Street Revitalization Grant (OMSRG) of \$200,000 for the Historic Masonic Building Restoration Project and authorize the Assistant City Administrator to sign the Grant Agreement, if funded. The motion passed unanimously.

AWARD OF CONSTRUCTION CONTRACT FOR 2022-23 SPRING PAVING PROJECT (MAINTENANCE PROJECT, BID # 2022-08)

Public Works Director Stultz provided a staff report. **Carney/Morris...** Award the construction contract for the 2022-23 Spring Paving Project to the lowest responsible and responsive bidder, Eagle-Elsner, Inc., in the amount of \$219,531.50 and approve an additional \$20,000 for this project as a contingency for potential change orders. The motion passed unanimously.

BUSINESS OREGON ECONOMIC EQUITY INVESTMENT PROGRAM (EEIP) CITY OF WOODBURN/NORTH MARION BUSINESS COLLABORATIVE PROJECT: NORTH MARION SMALL BUSINESS ASSISTANCE PROGRAM

Economic Development Director Johnk provided a staff report. Councilor Carney expressed concerns about the program and requested that the Economic Development Director report back to the Council on a quarterly basis on the program. Mayor Lonergan asked that the consultant come speak to the City Council. **Carney/Swanson...** authorize the City Administrator to execute the grant agreement if Business Oregon EEIP funding is awarded. The motion passed unanimously.

CITY ADMINISTRATOR'S REPORT

The City Administrator had nothing to report.

MAYOR AND COUNCIL REPORTS

Councilor Cornwell stated that she is excited about the Mural Committee and that there are lot of things in the works right now.

Councilor Cabrales asked how long is the railroad going to take to fix. City Administrator Derickson stated that it could take a long time as they have to work with the railroad but there are some things that the City is working on in regards to a rail safety communication program. Councilor Cabrales stated that she is wondering about the rail repairs that are occurring right now to replace the ties. Public Works Director Stultz stated that the City will be notified if there are any closures at the crossings and the City will get those closures out to the public.

Councilor Swanson stated that her daughter-in-law is about to give birth to her twin grandbabies.

Mayor Lonergan reported the following:

- He and Community Services Director Cuomo met with Safety Compass about

COUNCIL MEETING MINUTES
FEBRUARY 27, 2023

the work that they do in Woodburn.

- Met with Greg Leo at French Prairie Forum regarding housing needs and current legislation going on at the state.
- He, Councilor Carney, and the City administrator met with Congresswoman Salinas last week to discuss what is happening in Woodburn and how she can help.
- Met with the board chair of the Family Learning Center and learned about what they are doing to help kids.
- Had a radio interview with 98.3 KTUP to talk about what's going on in Woodburn.
- He and Community Services Director Cuomo met with executive director of Mid-Willamette Community Action Agency.
- State of the City address has been rescheduled to be held on March 31.

EXECUTIVE SESSION

Mayor Lonergan entertained a motion to adjourn into executive session under the authority of ORS 192.660 (2)(h) and ORS 192.660 (2)(f). **Swanson/Morris...** move into executive session under the authority of ORS 192.660 (2)(h) and ORS 192.660 (2)(f). The motion passed unanimously. The Council adjourned into executive session at 8:27 p.m. and reconvened at 9:18 p.m. Mayor Lonergan stated that no action was taken by the Council while in executive session.

Mayor stated that he will be out of the area for a few weeks and the next meeting will be run by Council President Carney.

Kevin Shuba, Attorney for the City, asked that Richard Lane contact him tomorrow.

ADJOURNMENT

Swanson/Cabrales... move to adjourn. The motion passed unanimously. Mayor Lonergan adjourned the meeting at 9:19 p.m.

APPROVED _____
FRANK LONERGAN, MAYOR

ATTEST _____
Heather Pierson, City Recorder
City of Woodburn, Oregon

**EXECUTIVE SESSION MINUTES
FEBRUARY 27, 2023**

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, FEBRUARY 27, 2023

CONVENED The meeting convened at 8:27 p.m. with Mayor Lonergan presiding.

ROLL CALL

Mayor Lonergan	Present
Councilor Carney	Present
Councilor Cornwell	Present
Councilor Schaub	Present
Councilor Swanson	Present
Councilor Morris	Present
Councilor Cabrales	Present

Mayor Lonergan reminded Councilors and staff that information discussed in executive session is not to be discussed with the public.

Staff Present: City Administrator Derickson, City Attorney Shields, Economic Development Director Johnk, Special Projects Director Wakely, Assistant City Administrator Row, City Recorder Pierson

Others in attendance: Attorney Kevin Shuba, Garrett Hemann Robertson PC

The executive session was called:

To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).

To consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2)(f).

ADJOURNMENT

The executive session adjourned at 9:18 p.m.

APPROVED _____
Frank Lonergan, Mayor

ATTEST _____
Heather Pierson, City Recorder
City of Woodburn, Oregon



Agenda Item

March 13, 2023

TO: Honorable Mayor and City Council through City Administrator

THRU: Martin Pilcher, Chief of Police

FROM: Keith Kimberlin, Lieutenant

SUBJECT: **Liquor License Application for Carniceria El Ranchito**

RECOMMENDATION:

Recommend that the OLCC approve the Liquor License Application for Carniceria El Ranchito.

BACKGROUND:

Applicant: Erick Sven Lorenti Arana & Rebeca Beltran Casillas
 16129 SW Snowy Owl Lane
 Beaverton, OR 97007
 971-261-8436

Point of Contact: Rebeca Beltran Casillas
 16129 SW Snowy Owl Lane
 Beaverton, OR 97007
 971-262-8436

Business: Carniceria El Ranchito
 977 N. Pacific Highway
 Woodburn, OR 97071
 503-981-3060

Owner(s): Erick Lorenti Arana & Rebeca Beltran Casillas

Agenda Item Review: City Administrator x City Attorney x Finance x

License Type(s):

Off Premises- May sell and serve beer, wine, and cider for consumption off the licensed premises. May sell beer, wine, and cider in a securely covered "growler" for consumption off the licensed premises.

On February 10, 2023, the Woodburn Police Department received an application for Off-Premises liquor license for Carniceria El Ranchito. The business currently operates as a store and butcher shop located at 977 N. Pacific Highway in Woodburn, OR 97071.

The hours of operation are 8 AM to 9 PM Sunday to Saturday. There is no entertainment listed for the location. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation on Carniceria El Ranchito, and the listed owners, Rebeca Beltran Casillas and Erick Lorenti Arana. They were ran through various police databases and business related databases. Rebeca and Erick both hold a valid driver's license and no other items of concern were located during the check. The application is for a change in ownership.

FINANCIAL IMPACT:

None



Agenda Item

March 13, 2023

TO: Honorable Mayor and City Council through City Administrator
THRU: Martin Pilcher, Chief of Police
FROM: Keith Kimberlin, Lieutenant
SUBJECT: **Liquor License Application for Santa Ana Mexican Food**

RECOMMENDATION:

Recommend that the OLCC approve the Liquor License Application for Santa Ana Mexican Food.

BACKGROUND:

Applicant: Barbara Patino Flores
1724 Nebraska Ave NE
Salem, OR 97301
503-409-7460

Point of
Contact: Barbara Patino Flores
1724 Nebraska Ave NE
Salem, OR 97301
503-409-7460

Business: Santa Ana Mexican Food
573 N. Front Street
Woodburn, OR 97071
503-888-2061

Owner(s): Barbara Patino Flores

Agenda Item Review: City Administrator x City Attorney x Finance x

License Type(s):

Limited On Premises- May sell and serve by the drink at retail to consumers for consumption on licensed premises: malt beverages (beer), wine, and cider.

On February 8, 2023, the Woodburn Police Department received an application for On-Premises liquor license for Santa Ana Mexican Food. The business currently operates as a restaurant with a total seating of 40, located at 573 N. Front Avenue in Woodburn, OR 97071.

The hours of operation are 11 AM to 8 PM Monday and Tuesday, and 10 AM to 8 PM Wednesday to Sunday. There is no entertainment listed for the location. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation on Santa Ana Mexican Food, and the listed owner, Barbara Patino Flores. They were ran through various police databases and business related databases. Barbara holds a valid driver's license and no other items of concern were located during the check. The application is for a new business.

FINANCIAL IMPACT:

None



Agenda Item

March 13, 2023

TO: Honorable Mayor and City Council through City Administrator

FROM: Curtis Stultz, Public Works Director

SUBJECT: **Acceptance of a Waterline Easement at 0 Stacy Allison Way NE, also being, Parcel 1 of Partition Plat PP2022-59, Marion County, Oregon (Tax Lot 052W140002000)**

RECOMMENDATION:

Authorize the acceptance of a waterline public utility easement granted by Stacy Allison Way Holdings LLC, owner of the property located at 0 Stacy Allison Way, Woodburn, OR 97071 (Tax Lot 052W140002000).

BACKGROUND:

The property owner is required to provide to the City of Woodburn, a waterline easement in order to satisfy the conditions of approval of Design Review (DR 2019-05, MC 2020-02, & EXCP 2020-05).

DISCUSSION:

The easement is generally a 16-foot wide public waterline easement located within the property boundary as shown in the attached exhibit. This public utility easement provides a perpetual and permanent easement and right-of-way to construct, reconstruct, operate, and maintain water mains and appurtenances.

FINANCIAL IMPACT:

There is no cost to the City for the Easement being granted.

Attachments

A copy of the aforementioned easement document is included as Exhibit "A" and Exhibit "B" for the dedication.

CITY OF WOODBURN
Community Development Department

MEMORANDUM

270 Montgomery Street Woodburn, Oregon 97071

(503) 982-5246

Date: March 2, 2023
To: Chris Kerr, Community Development Director
From: Melissa Gitt, Building Official
Subject: **Building Activity for February 2023**

	2021		2022		2023	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	23	\$5,913,459	33	\$10,176,266	14	\$4,289,684
Multi-Family Residential	0	\$0	2	\$2,506,880	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	3	\$64,068	4	\$151,048	17	\$196,699
Industrial	0	\$0	0	\$0	0	\$0
Commercial	2	\$105,041	4	\$1,130,808	9	\$13,460,299
Signs and Fences	0	\$0	0	\$0	0	\$0
Manufactured Homes	0	\$0	0	\$0	0	\$0
TOTALS	28	\$6,082,568	43	\$13,965,002	40	\$17,946,682
Fiscal Year to Date (July 1 – June 30)		\$29,879,984		\$536,803,664**		\$81,375,592

- Totals represent permit valuation.

**Project Basie (Amazon) permit valuation is \$451,339,834



Agenda Item

March 13, 2023

TO: Honorable Mayor and City Council

FROM: Jesse Cuomo Community Services Director

SUBJECT: **Marion County Health Tobacco Prevention Project and Tobacco Prevention Community Readiness Assessment Grant Awards**

RECOMMENDATION:

Authorize the City Administrator to execute agreements with Marion County for the Marion County Health Tobacco Prevention Project and Tobacco Prevention Community Readiness Assessment Grant Awards.

BACKGROUND:

In September of 2022, Marion County Health Department notified City staff about an upcoming grant opportunity as part of Measure 108 (Tobacco Tax Increase). These funds are provided to community-specific and state and local public health programs that address the prevention and cessation of tobacco and nicotine use by youth and adults, tobacco-related health disparities, and the prevention and management of chronic disease related to tobacco and nicotine use.

Marion County Health Department is looking for community partners to assist in the administration and facilitation of two grant programs, the Tobacco Prevention Community Readiness Assessment Grant and the Tobacco Prevention Project Grant. The Tobacco Prevention Community Assessment Grant for \$25,000 will gather feedback from community stakeholders and members through a survey with open-ended questions about the community's attitudes, knowledge, and beliefs about tobacco products. The Tobacco Prevention Project Grant for \$50,000 will create community-specific educational materials and conduct outreach promoting tobacco awareness and prevention.

Following discussions with Marion County Health, City staff discussed that these programs aligned with the vision of City leadership, ***"to make Woodburn a safe, vibrant, full-service community. Woodburn will be a community of unity, pride, and charm; with an overarching mission of making Woodburn a great place to live, work, and visit"***. These programs provide a great opportunity to continue fostering and cultivating relationships established during the Covid-19 pandemic with community

Agenda Item Review: City Administrator City Attorney Finance

partners, including Faith Leaders, Medical Providers, Non-profits, Local Businesses, and Youth Serving Organizations. In late January 2023, staff was informed that the City had been awarded both grants totaling \$75,000.

DISCUSSION:

Funding received from Marion County Health will be used to implement two complementary programs in community readiness and tobacco prevention.

The **Community Readiness Assessment Grant (\$25,000)** will consist of conducting outreach and surveys provided by Marion County Health Department. City staff will develop two assessment groups; one consisting of community stakeholders, and the other will include community members. Each group will include members in the following groups:

- Parents
- Youth
- Schools
- Non-profits
- Local Businesses
- Faith Leaders
- Medical Providers
- Dental Providers
- Mental Health Providers
- Fire Department
- Police Department and more

Once the community outreach is complete, Marion County Health and the City will have a better understanding and will develop a comprehensive approach to addressing the local tobacco use facing our community.

The **Tobacco Prevention Project Grant (\$50,000)** will entail community education through workshops, youth community programs, and media outreach to promote tobacco prevention skills and healthy lifestyle choices throughout the Woodburn community. Adult programs will include workshops focusing on the health risks of tobacco use, smoke and fire safety, food insecurity and tobacco use, and tobacco addiction. Youth community education programs will include an art contest that will be voted on by the community to select a design for tobacco prevention educational materials, youth tobacco education coloring books, and youth-led tobacco prevention videos. Lastly, City staff will work with Marion County Health to develop community-wide, multi-lingual educational information via flyers, social media, and radio PSAs.

FINANCIAL IMPACT:

The City of Woodburn will serve as the fiscal agent of both grants, Tobacco Prevention Community Readiness Assessment (\$25,000) and Tobacco Prevention Project (\$50,000), with a total fiscal impact of \$75,000.

Attachments:

1. Tobacco Prevention Community Readiness Grant:
 - HE1260-22 Notice of Intent to Award
 - HE1260-22 Tobacco Prevention Community Readiness Assessment – RFP
 - HE1260-22 Tobacco Community Readiness Assessment – Grant Application

2. Tobacco Prevention Project Grant:
 - HE1259-22 Notice of Intent to Award
 - HE1259-22 Community Tobacco Prevention Project – RFP
 - HE1259-22 Community Tobacco Prevention Project – Grant Application



Marion County

OREGON

Health & Human Services

**BOARD OF
COMMISSIONERS**

January 26, 2023

Danielle Bethell, Chair
Colm Willis
Kevin Cameron

RE: Request for Proposals #HE-1260-22 for Tobacco Prevention Community
Readiness Assessment

Notice of Intent to Award

**HEALTH & HUMAN
SERVICES
ADMINISTRATOR**

Ryan Matthews

Dear Offeror:

Marion County is pleased to announce a Notice of Intent to Award for the above-referenced project to:

- City of Woodburn
- Mano a Mano Family Center

www.co.marion.or.us/HLT/

If you wish to protest the County's Intent to Award, you must do so within seven (7) calendar days by the close of business after the date of the issuance of this notice. Late protests will not be considered.

The protest must comply with the terms of Marion County's Public Contracting Rules, Section 20-0740. Any protest not in compliance will not be considered by the County.

Protests must be directed by mail or courier to Marion County, Attn: Camber Schlag, 555 Court St. NE, Ste. 4247, Salem, OR 97301.

Questions relating to the procurement process must be directed to Camber Schlag, Marion County Contracts & Procurement Manager at 503-566-3944 or via email: cschlag@co.marion.or.us

Thank you to all who submitted offers.

Sincerely,

Meuy Saechao

Meuy Saechao
Marion County Health and Human Services



MARION COUNTY

REQUEST FOR PROPOSALS HE1260-22

OREGON BUYS #: S-C25102-00005126

Tobacco Prevention Community Readiness Assessment

Release Date: 12/12/2022

RFP Due Date: 1/06/2023 02:30 PM PST

Refer Questions to:

Meuy Saechao
Phone number: (503) 584-4897
msaechao@co.marion.or.us

Submit RFP's to:

PO_Contracts@co.marion.or.us

Electronic copies of this RFP and attachments, if any, can be obtained from the Oregon Buys website <https://oregonbuys.gov> and search either of the numbers listed above within Bid Solicitations.

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1. INTRODUCTION

Marion County Health and Human Services (County) is currently seeking culturally appropriate tobacco prevention community readiness assessment services among Latinx identifying and Spanish speaking communities, Pacific Islander communities, and Slavic language speaking communities in Marion County. The County is seeking proposals from individuals, firms, teams or consultants, hereafter called “proposer(s),” with demonstrated experience in this area.

The County intends to award one or more Contracts resulting from this RFP.

All firms submitting proposals are referred to as proposers in this document; after negotiations, the awarded Proposer will be designated as Contractor.

2. BACKGROUND

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 345,920, stretches from the Willamette River to the Cascade Mountains and encompasses nearly 1,200 square miles. Marion County has 20 cities, including the Oregon’s capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven departments of which are headed by elected officials.

Tobacco use is the leading cause of preventable death and disease in Oregon. According to the Oregon Health Authority’s Oregon Tobacco Facts report published in 2020, “[tobacco] kills approximately 8,000 people each year...[and] costs Oregonians an estimated \$3 billion a year in medical expenses and lost productivity.” These losses are felt especially hard in many racial and ethnic minority communities where targeted marketing from commercial tobacco companies leads to higher tobacco use rates. Additionally, language and cultural differences can create communication barriers meaning that not all communities have equitable access to tobacco prevention, education, and outreach activities.

The Marion County Substance Abuse Prevention Program, including the Marion County Tobacco Prevention and Education Program (MCTPEP), uses the science of prevention to support our communities in preventing abuse of tobacco, alcohol, and other substances. We collaborate with community partners with an interest in preventing the incidence of substance abuse in the community. To address this, we utilize the Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework (SPF), a comprehensive approach to understanding and addressing the local tobacco and substance misuse and related behavioral health problems facing our communities.

One of the cross-cutting principles that is key to effective prevention is cultural competence. Each step of the SPF requires—and greatly benefits from—the participation of diverse community partners. MCTPEP is looking to partner with community partners working on commercial tobacco prevention, especially those working among communities at high-risk for tobacco use and tobacco related illness.

3. CONTRACT TERM

The Contract is anticipated to start in January 2023 and end on June 30, 2023. The parties may extend the term of this Contract provided that the total Contract Term does not extend beyond December 31, 2023.

4. SCHEDULE OF EVENTS

- a. Questions and Clarifications due to the contact on the cover page of the RFP no later than **12/20/2022 02:30 PM**.
- b. Answers to questions posted on OREGONBUYS website on **12/27/2022**.
- c. RFP Protest Period Ends 7 calendar days prior to RFP Closing.
- d. Proposals are due no later than **1/06/2023 02:30 PM** at the email address listed on the cover page of the RFP. Late submittals will not be accepted.
- e. Notice of Intent to Award Protest Ends 7 days from Notice of Intent to Award.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

5. SCOPE OF WORK

- a. This assessment and outreach project with MCTPEP has various components:
 - i. By 4/30/2023, complete a Community Readiness Assessment using the Tri-Ethnic Community Readiness Model, provided by Marion County Prevention staff, as well as follow up focus groups. These assessments will provide an understanding of the scope of tobacco use in the target communities, and possible solutions for prevention and access to treatment.
 - ii. By 6/30/2023, complete a report of findings available in English and either Spanish, Chuukese, Marshallese, or Russian and any other languages identified as needed.
- b. Applicants responding to this RFA must be capable of performing the following tasks and services:
 - i. The granted organization will provide culturally appropriate technical assistance and leadership to accomplish the following:
 - (a) Co-Lead 8-10 Community Readiness Assessment interviews in English and/or Spanish, Chuukese, Marshallese, or Russian.
 - (b) Lead 3-6 focus groups in English and either Spanish, Chuukese, Marshallese or Russian, with considerations of food, meeting space, childcare needs, transportation, and incentives to participate if provided in person.
 - (c) Provide translations, oral and written, in either Spanish, Chuukese, Marshallese, or Russian.
 - (d) Provide recommendations to make the planning process, interviews, focus groups, and documentation culturally appropriate.

- (e) Assist in recruiting broad community representation on the Community Readiness Assessment and focus groups.
- ii. MCTPEP will be expected to provide the following:
 - (a) Lead the planning and preparation efforts for the Community Readiness Assessment. May include training in the use of the model.
 - (b) Provide technical assistance in the execution of the focus groups. This includes, but is not limited to focus group format, questions to ask, location, and focus group personnel.
 - (c) Curate the assessment and findings report in English.

The entire project must be completed by June 30, 2023. The contracted organizations will receive a total of \$15,000-\$25,000 depending on the services provided.

6. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this RFP.

7. INSTRUCTIONS TO PROPOSERS

Proposals are due at the County no later than the time and date set forth in the Section 4: Schedule of Events. Proposals will be considered time-stamped and received by the County when they are received in the email inbox listed on the cover page. Email subject line shall be clearly marked with the RFP number:

HE1260-22 - Tobacco Prevention Community Readiness Assessment

Proposers must include their name and address and contact information in the body of the email. It is the Proposer’s responsibility to ensure that proposals are received prior to the stated submission deadline and email address. Pursuant to MCPCR 20-0460, The county shall not consider late offers, withdrawals or modifications, except as permitted in sections 20-0470 or 20-0261.

The proposal must include information responsive to items (a) through (g) set forth below. The proposal may not exceed a total of 10, 8.5” x 11” pages. Proposals shall be Microsoft 2003 compatible or searchable Adobe format and shall not be more than 50MB. Proposals exceeding 10 pages will be truncated and only the first 10 pages will be evaluated.

Proposers must include the following as part of their proposal:

a. The Mission of your Organization.

Describe the mission of your organization and how it relates to tobacco prevention work.

b. Services and Support Languages.

Describe the services your organization provides, particularly those related to the activities listed in the “Scope of Work” section above, and in what languages they are offered.

c. Additional Information about your Organization.

Provide any other information about your organization that you believe is important and relevant to this project.

d. Approach and Management Plan.

Describe the approach and management plan for providing the project services. Include an organizational chart showing the proposed relationships among applicant staff, County staff and any other parties that may have a significant role in the delivery of this program.

e. Qualifications and Experience.

Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.

f. Work Plan and Schedule.

Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. The project is expected to commence no later than January 1, 2023, and all public meetings, draft and final documents fully completed by June 30, 2023.

g. Cost Proposal

The Cost Proposal shall include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses, and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories.

8. CONTRACT FORM

By submitting a proposal, proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract for Services (Exhibit 1). Proposer shall review the attached Contract for Services and note exceptions. Unless proposer notes exceptions in its proposal, the County intends to enter into a Contract for Services with the successful proposer substantially in the form set forth in Contract for Services (Exhibit 1). It may be possible to negotiate some provisions of the final Contract for Services; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of proposals.

Any proposal that is conditioned upon the County’s acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the County’s Legal Counsel.

In the event that the parties do not reach mutually agreeable terms, the County may terminate negotiations and commence negotiations with the next highest-ranking proposer.

9. EVALUATION

a. Minimum Responsiveness.

In order to be responsive, each proposal will be reviewed for minimum responsiveness. Failure to meet minimum responsiveness may result in rejection of the proposal. Each proposal must comply with Section 7: Instructions to Proposers and include the following to be considered minimally responsive:

- The Mission of your Organization
- Services and Support Languages
- Additional Information about your Organization
- Approach and Management Plan
- Qualifications and Experience
- Work Plan and Schedule
- Cost Proposal
- Attachment 1: Proposal Form

b. Evaluation Committee.

A County Evaluation Committee (CEC) will evaluate all responsive proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.

c. Categories.

The evaluation criteria and their respective weights are as follows:

- The Mission of your Organization: 10
- Services and Support Languages: 10
- Additional Information about your Organization: 5
- Approach and Management Plan: 20
- Qualifications and Experience: 20
- Work Plan and Schedule: 20
- Cost Proposal: 15

• **Grand Total:**

100

d. Best Value.

The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

10. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of proposals and final consideration of all available pertinent information, the County will either reject all proposals or issue a written notice of intent to award the contract. The notice shall identify the apparent best evaluated proposal and the notice shall be provided to all proposers submitting a timely proposal. The notice shall not create any rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Contract for Services in Exhibit 1 to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a proposer fails to promptly sign and return the contract drawn pursuant to this RFP and final contract negotiations, the County may cancel the award and award the contract to the next best evaluated proposer.

11. PROTEST AND APPEALS

A proposer may protest the award of a contract or the intent to award a contract, whichever comes first, if the conditions set forth in ORS 279B.410(1) are satisfied. The protest must be submitted via email to the Contracts and Procurement Manager at cschlag@co.marion.or.us within seven (7) days after issuance of the notice of intent to award the contract. Please mark the email subject line “**Protest for HE1260-22 - Tobacco Prevention Community Readiness Assessment**”.

All letters of protest shall clearly identify the reasons and basis for the protest. The Contracts and Procurement Manager will issue a written disposition in a timely manner as set forth in ORS 279B.410(4), which shall include the reason for the action taken and the process for appealing the decision. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County’s contract award decision.

12. TERMS AND CONDITIONS

a. The Marion County Public Contracting Rules

found at <http://www.co.marion.or.us/FIN/Pages/contracts.aspx>, govern this RFP.

b. RFP Amendment, Cancellation and Right of Rejection.

- i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the addendum on the OREGONBUYS website. The County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
- ii. The County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of the County. Where the County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.

c. Confidentiality.

The County will retain a master copy of each proposal to this RFP, which becomes public record after the notice of intent to award unless the proposal or specific parts of the proposal can be shown to be exempt by law under ORS Chapter 192. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS 192.311-431 or otherwise is exempt from disclosure under the Oregon Public Records Law, that proposer shall complete and submit the Attachment 2: Trade Secret Form and a fully redacted version of its proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the proposal as confidential, in whole or in part, as exempt from disclosure is not acceptable. County advises each proposer to consult with its own legal counsel regarding disclosure issues. If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, proposer has waived any future claim of non-disclosure of that information.

d. Proposer Responsible for Incurred Costs.

The County shall not be liable for any expenses incurred by proposer in both preparing and submitting its proposal or contract negotiation process, if any.

e. Cooperative Purchasing.

Pursuant to ORS 279A.205 thru 279A.215, other public agencies within the State of Oregon may use the purchase agreement resulting from this Request for Proposals unless the Proposer expressly notes in their proposal that the prices quoted are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful Proposer; the County accepts no responsibility for performance by either the successful Proposer or such other agency using this agreement. With such condition, the County consents to such use by any other public agency within the State of Oregon.

13. ATTACHMENTS AND EXHIBITS

- Attachment 1: Proposal Form
- Attachment 2: Trade Secret Form
- Attachment 3: Tri-Ethnic Community Readiness Assessment
- Exhibit 1: County Contract for Services

Attachment 1 - Proposal Form

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____ WEB SITE: _____

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: () _____

Email: _____

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

Attachment 2 - Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about 01/06/2023 (the "Proposal"), to Marion County in response to Request for Proposals HE1260-22, for Tobacco Prevention Community Readiness Assessment and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.431, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

Attachment 3 - Tri-Ethnic Community Readiness Assessment

The Tri-Ethnic Community Readiness Assessment Model (CRM) measures attitudes, knowledge, resources, efforts and activities of community members and leadership in order to assess a community's readiness to address an issue on five key dimensions: 1) community knowledge of the issue, 2) community knowledge of efforts, 3) community climate, 4) leadership, and 5) resources.

Key Components

- A set of survey questions consisting of open-ended questions about the community's attitudes, knowledge, beliefs, etc. about an issue (e.g. substance use, HIV/AIDS).
- A small number of interviews of key respondents using this survey.
- Scoring of the completed interviews using scales provided for each dimension of community readiness.
- Calculation of readiness scores on 5 dimensions using the interview scores.
- Use of these final readiness scores to develop a plan for action.

How to Conduct a Community Readiness Assessment

- Step 1: Identify and clearly define your issue.
- Step 2: Identify and clearly define and delineate your community.
- Step 3: Prepare your interview questions.
- Step 4: Choose your key respondents.
- Step 5: Conduct and transcribe the interviews.
- Step 6: Score the interviews.
- Step 7: Calculate your average dimension score and an overall average score.
- Final Step: After completing the scoring of all your interviews, write a brief report that includes the dimension scores, their meaning (from the rating scales), and the major themes.

For more information on the CRM visit: <https://communityreadiness.org/>.

Exhibit 1 - County Contract for Services

The Contract for Services (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Contract for Services on Next Page]

**MARION COUNTY
CONTRACT FOR SERVICES
[CMS #]**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and [Insert Name], [a/an [INSERT STATE] Corporation, non-profit, etc.] hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the “Work”).

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on [OPTION 1: [insert date].] [OPTION 2: the later of [insert date], the date all warranties have expired, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County.] The parties may extend the term of this Contract provided that the total Contract term does not extend beyond [insert date or event],

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[Insert amount]. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County’s performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes

of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

- A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

- B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

- A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

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 the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

- 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. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

- A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

- B. If terminated under 13C 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.
- C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor’s activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

18. 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.

19. 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.

20. 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.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either 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 pay to the County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County **Not required by County.**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County** **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
 - \$5,000,000 Per occurrence limit for multiple claimants
 - Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. 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, 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 mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

[address]

[address]

[city, state, zip]

[fax]

To County

Procurement & Contracts Manager

555 Court Street NE, Suite 5232

P.O. Box 14500

Salem, Oregon 97309

Fax No. 503-588-5237

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

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

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of [bids/proposals] for/effective date of] this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

[CONTRACTOR] SIGNATURE

Authorized Signature: _____
Date

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION. (Insert project background information, County objectives and any other general information that may be helpful to describe the context of this contractual relationship. This information may come from your solicitation document.)

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

(Describe the following:

Specific services to be performed,

Who is doing the work? (Key Persons? Did the contractor include position titles of job functions in their proposal?)

What are they doing?

What is the delivery schedule for the services? (Is there a timeline of events, milestones)

Deliverables to be provided, (what are we getting from the contractor providing services?)

Are there Goods to be delivered?

What are the deliverables and goods, including documents and reports, if any, to be created and delivered as part of the services? (Do we need specific data or detailed outcome from the services?)

An individual reading the Contract must be able to easily answer the following questions:

a. Who is purchasing?

b. Who is selling?

c. What is being purchased?

d. How much is being purchased?

e. When will it be delivered?

Be specific, clear, concise and complete when describing the intended performance obligations of the parties).

C. SPECIAL REQUIREMENTS. (Insert: special terms and conditions applicable to this Contract.)

[OPTION:] 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.

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 and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

OPTION FOR REQUIREMENT THAT CONTRACTOR PROVIDE KEY PERSONS:

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

[List name, title, identify the specific services each Key Person is required to perform under this Contract.]

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$ _____. [NOTE: THIS AMOUNT SHOULD EQUAL THE TOTAL AMOUNT PAYABLE UNDER EX. A, SECTION 2.A PLUS THE TOTAL AMOUNT AUTHORIZED FOR REIMBURSEMENT UNDER EX. A, SECTION 2.C AND THE AMOUNT IDENTIFIED UNDER 2. COMPENSATION.]

A. METHOD OF PAYMENT FOR SERVICES. [OPTION 1 – FIXED PRICE FOR EVERYTHING: County shall pay Contractor \$ _____ for completing all Services and delivering all Goods required under this Contract.]

[OPTION 2 – FIXED PRICE PER DELIVERABLE AND GOODS: County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted: (CLEARLY SPECIFY DELIVERABLE AND FIXED AMOUNT FOR THAT DELIVERABLE)]

[OPTION 3 – HOURLY RATE UP TO MAXIMUM AMOUNT: County shall pay Contractor \$ _____ per hour up to but not in excess of \$ _____ for completing all Services required under this Contract.]

[OPTION 4 –COMBINATION FIXED PRICE AND HOURLY RATE: County shall pay Contractor \$ _____ for _____. County shall pay Contractor \$ _____ per hour up to but not in excess of \$ _____ for _____.]

B. BASIS OF PAYMENT FOR SERVICES. [OPTION 1] – Full completion. County shall pay Contractor all amounts due under this Contract in one payment upon County’s approval of Contractor’s invoice to County but only after County has determined that Contractor has completed, and County has accepted, all Services; and Contractor has delivered and County has accepted all Goods required under this Contract.

[OPTION 2] - Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County’s approval of Contractor’s invoice to County for those Services and Goods: (list payment milestones)

[OPTION 3] - Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County’s approval of Contractor’s invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. [OPTION 1]: No Expense Reimbursement - County will not reimburse Contractor for any expenses under this Contract.

[OPTION 2:] County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor’s obligations under this Contract.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$ _____.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County’s satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County’s Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: [insert Dept Name] Department, [NAME]
[Address 1]
Salem, OR 9730X

Attachment 1 - Proposal Form

OFFEROR NAME: City of Woodburn

ADDRESS: 270 Montgomery St. Woodburn, OR. 97071

TELEPHONE NUMBER: 503 982 5386 EMAIL: yanira.herrera@ci.woodburn.or.us WEB SITE: woodburn-or.gov

TAXPAYER ID NUMBER: 436002282 DATE/STATE OF INCORPORATION: 1889 Oregon

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: Yanira Herrera

Print Name: Yanira Herrera

Title: Community Relations Manager

Contact Person (Type or Print): Yanira Herrera

Telephone Number: (503) 982-5386

Email: yanira.herrera@ci.woodburn.or.us

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

The Mission of your Organization. (10)

Describe the mission of your organization and how it relates to tobacco prevention work.

The City of Woodburn is a culturally diverse Oregon Municipality located in north Marion County with a population of 26,252. The vision of City leadership is to make Woodburn a safe, vibrant, full-service community. Woodburn will be a community of unity, pride, and charm; with an overarching mission of making Woodburn a great place to live, work, and visit.

To achieve its mission, the City continuously implements services and programs focus on creating, promoting, and empowering community health and safety. The Tobacco Prevention Community Readiness Assessment will support the City's mission by helping to identify the scope of tobacco use within the Woodburn community and ways in which the City can prevent and reinforce access to treatment services.

Services and Support Languages. (10)

Describe the services your organization provides, particularly those related to the activities listed in the "Scope of Work" section above, and in what languages they are offered.

The City of Woodburn provides numerous community services in partnership with local non-profits, the following represents a few of the programs the City has engaged in:

- Secured the necessary funding to acquire a building and establish the Woodburn Family Resource Center (WFRC). The WFRC is a unified, one-stop, service provider's resource hub. Individuals and families can access services through the WFRC such as Child Advocacy and Abuse Prevention, Domestic Violence, Houselessness, Senior and Migrant Worker Services, Mental Health Support, and other resources and referrals.
- Provides and maintains community spaces for public gathering and recreation through its public parks, aquatic center, public library, and the recently renovated Woodburn Museum and Bungalow Theatre.
- Hosts culturally appropriate events for both social entertainment and connection to community resources, including: Community Connection Day, Fiesta Mexicana, Music in the Park, Independence Day, Mexican Independence Day, Taste of Woodburn, Halloween Event, among others.
- Provides free public Transit services throughout the community with local bus and dial-a-ride programs.
- Conducts referrals to services and providers in the area.
- During pandemic, City allocated funds and resources to provide PPE and educational materials to businesses and residents in Woodburn as well as adjacent communities. Programs were developed to assist with assisting residents to pay rent and business assistance to keep businesses afloat. City utilized general fund dollars as well as sought and managed a number of grants to support programs.

In addition to these services, this project will incorporate several of the activities listed under "Scope of Work" including:

- Co-lead 8-10 Community Readiness Assessment Interviews.
- Lead 3-6 focus groups.
- Provide translations in English and Spanish.
- Provide culturally appropriate recommendations.
- Recruit broad community representation for the focus groups and Community Readiness Assessment Interviews.

The City of Woodburn has identified the following as community stakeholders for this assessment:

1. Parents
2. Youth
3. Youth Serving Organizations (Schools, non-profits, etc.)
4. Businesses & Contractors
5. Faith Leaders
5. Medical Health Professionals
6. Dental Health Professionals
7. Mental Health Professionals
8. Fire Department
9. Government (Police Department, Parks & Recreation)
10. Educational Institutions (colleges, university)

Based on the City’s current demographic diversity and area of focus for the Community Readiness Assessments, these services will be provided in English and Spanish.

c. Additional Information about your Organization. (5)

Provide any other information about your organization that you believe is important and relevant to this project.

According to the Centers for Disease Control and Prevention 2019 fact sheet, Extinguishing the Tobacco Epidemic in Oregon, “14.5% Of adults smoked cigarettes in 2019”. Using this methodology and with 70% of Woodburn’s overall population adults (over the age of 20), we estimate approximately 2,677 of the 18,461 adults in Woodburn smoke cigarettes.

The Oregon Health Authority’s Oregon Tobacco Facts report published in 2020 stated, “Tobacco products are often marketed to appeal to kids. They often have candy-like packaging, come in sweet flavors and are advertised or placed in areas where youth are likely to see them”. On this same report, 36.5% of high school aged youth reported currently using tobacco products. In Woodburn, this statistic would estimate that 1,297 youth use Tobacco products.

Receipt of this grant would allow Woodburn to assess the awareness of Tobacco use in the community, identify needs, access to treatment, and create a community platform for implementation of prevention strategies for both adults and teens.

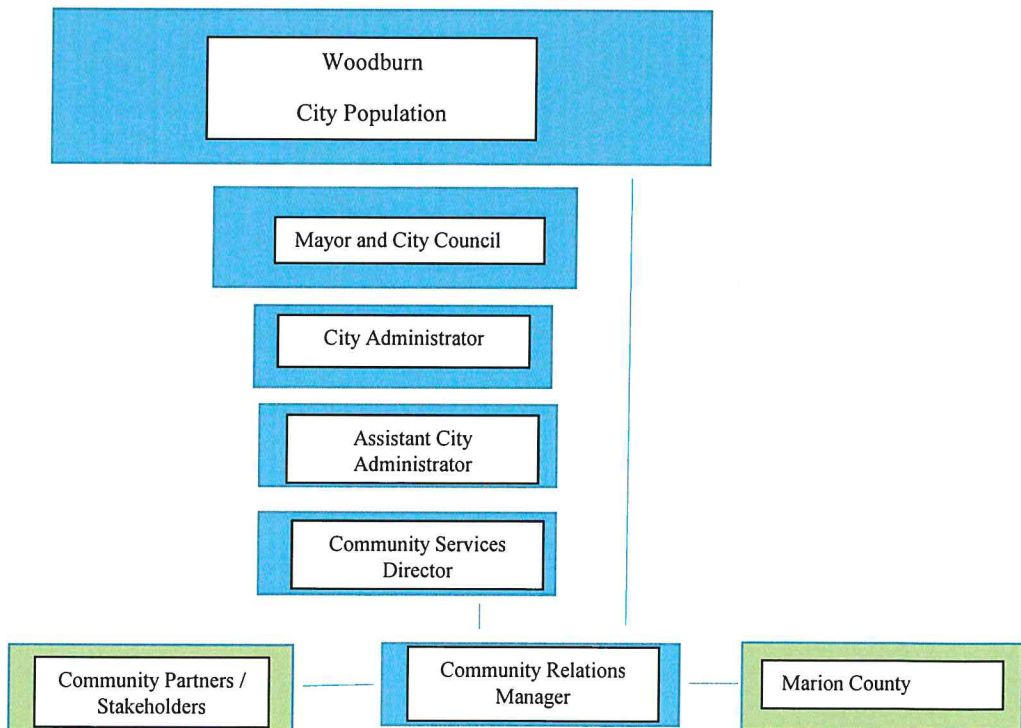
The City of Woodburn has been very successful in administering region wide services. Some of these services include providing \$400,000 to Woodburn residents through a Community Development Block Grant to provide rental, mortgage and utility assistance for those impacted by Covid-19. In addition, the City aided in leading a Covid-19 response in partnership with Marion County Health, non-profits and healthcare partners. This response focused on education and outreach with culturally appropriate materials in a tri-lingual format. These resources included videos, flyer, mailer and social media campaigns.

d. Approach and Management Plan. (20)

Describe the approach and management plan for providing the project services. Include an organizational chart showing the proposed relationships among applicant staff, County staff and any other parties that may have a significant role in the delivery of this program.

The Project will be led and implemented by the Community Relations Manager serving as liaison between the City of Woodburn, Marion County, and other agencies, stakeholders, and community partners involved. Project oversight will be held by the Community Services Director who will support the Community Relations Manager with the overall project. Woodburn’s City Administration is informed and aware of the proposed project and supports the efforts outlined in this proposal.

Below is the Organizational Chart of the City as it pertains to this specific project:



e. Qualifications and Experience. (20)

Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.

Key team members for this project will be City of Woodburn Community Services Department staff.

Yanira Herrera, Community Relations Manager, will lead community engagement efforts, schedule interviews, co-facilitate focus groups, provide grant reporting and project implementation. Yanira has a background in grant and program management as well as experience in garnering community partners in walking alongside each other towards a common goal.

One of the programs led by Yanira in her previous Senior Teen Services Director position at Boys and Girls Club of Salem, Marion and Polk Counties, T3: Training Teens for Tomorrow (T3), she worked with community partners and staff to develop future employees. T3 is a comprehensive teen education, prevention, and employment program that prepares youth with 21st-century skills that align with future career pathways and industry trends. This is completed by addressing four core areas: Academic Success, Career Exploration, Workforce Development, and Case Management.

As part of the Workforce Development portion of the program, Yanira built relationships with community partners and worked together to evaluate key pain points, areas where their current employees were struggling, and develop curriculum, materials and training for teens to gain these workplace skills. She also supported in the development of assessment tools and mentorship materials for both partners and participants.

Yanira will have access to and assistance from additional qualified city staff should they be needed.

Jesse Cuomo, Community Service Director, will have oversight of the program and will support Yanira through program completion.

Jesse Cuomo was tasked with leading the City of Woodburn Covid-19 response. This task led to the City providing community wide educational materials in partnership with Marion County Health and local health partners. Education and outreach totaled an estimated 1,647,000 education touch points which included social media, radio, website, mailers, e-blast and printed materials. In addition, the City was able to provide 88,457 units of Personal Protective Equipment (PPE), which included sanitizer, facial coverings, sneeze guards and more. Lastly, the City was able to provide the Woodburn community with \$5,200,790 of funding that supported a

host of areas including PPE and Education, Childcare, Prescription Assistance, Utility Assistance, Cleaning and Hygiene, Houseless support, business support, non-profit assistance, food security, housing assistance and transportation.

f. Work Plan and Schedule. (20)

Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. The project is expected to commence no later than January 1, 2023, and all public meetings, draft and final documents fully completed by June 30, 2023.

Upon approval of the grant, Yanira will initiate preparation and recruitment of community partners and stakeholders to begin Community Readiness Assessment interviews and focus groups as outlined below:

Deadline	Task	Deliverable	Approach
January 2023	Staff Training	City staff will feel confident in the preparation of materials and completion of tasks as outlined in the Scope of Work Section.	Review written documents, participate in virtual and/or in person trainings as available through Marion County.
January 2023	Interview Materials	Complete preparation of interview materials.	Review Community Readiness Assessment Interview Questions and adjust as needed for tobacco prevention. Complete translation, back-translation and pilot test interview.
February 2023	Interview Recruitment	Complete preparation of recruitment materials.	Create and implement a recruitment plan including creation of fliers, emails, and phone script.
February 2023	Outreach to key stakeholders	Complete community outreach to identified stakeholders.	Reach out to each identified stakeholder, schedule in person/virtual meetings, phone calls, and/or send letter invites. Share proposed project and goals post assessment completion.
March 2023	Schedule focus group interviews	Schedule 8-10 interviews with identified key community stakeholders. Schedule 3-6 focus groups.	Complete preparation for Community Readiness Assessment Interviews and focus groups considering coordination of spaces, food, childcare, transportation plan, and participant incentives.

April 2023	Conduct and transcribe focus group interviews	Facilitate interviews, take notes, and transcribe into a digital format.	Record interviews, have a designated note taker, and transcribe interviews.
May 2023	Score Interviews	Use the scoring rubric found in the Community Readiness Manual to score interviews.	Each staff will individually score interviews and then work together to come to a consensus on overall scores.
June 2023	Complete a Report	Complete a report and share results.	Create a document including sector of key partners, scores, rating scale, major themes, and proposed next steps. Refer to the “Goals And General Strategies Appropriate For Each Stage” pages in the Community Readiness Manual.

g. Cost Proposal (15)

The Cost Proposal shall include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses, and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories.

To provide the services and activities as outlined in this Proposal, we are requesting \$25,000 from Marion County. A detailed Project Budget follows:

Budget Line Item	Cost	Budget Narrative
Food & Beverage	\$2,000	Catering for interviews and focus group sessions. Focus Groups: 10 people x \$20 per person = \$200 \$200 x 6 sessions = \$1,200 Interviews: 3 people x \$20 per person = \$60 \$60 x 10 sessions = \$600
Transportation	\$1,200	18 Taxi vouchers at \$25 each = \$450 30 Gas Cards at \$25 each = \$750 City transit is currently free

Focus Group Participant Incentives	\$12,192	<p>Aquatic family membership (1 Month) 12 family passes per participant = \$204 48 participants x \$204 = \$9,792</p> <p>Food Box \$48 x 50 participant = \$2,400</p>
Interview Participant Incentive	\$1,752	<p>Aquatic family membership (1 Month) 12 family passes per participant = \$204 8 participants x \$204 = \$1,632</p> <p>Thank you gift (small trinket) 8 participants x \$15 = 120</p>
Supplies	\$550	<p>Office materials – flip chart & markers, locking mobile chest, etc.</p> <p>Childcare Supplies & Materials - activities, art supplies, and one set of tobacco prevention custom coloring books</p>
Staffing	\$4,806	Staffing cost includes interns and one staff for childcare and activity prep, as well as partial cost of focus group co-facilitation.
Administrative Cost	\$2,500	10% Admin Cost



Marion County

OREGON

Health & Human Services

**BOARD OF
COMMISSIONERS**

January 26, 2023

Danielle Bethell, Chair
Colm Willis
Kevin Cameron

RE: Request for Proposals #HE-1259-22 for Community Tobacco Prevention Project

Notice of Intent to Award

Dear Offeror:

**HEALTH & HUMAN
SERVICES
ADMINISTRATOR**

Ryan Matthews

Marion County is pleased to announce a Notice of Intent to Award for the above-referenced project to:

- City of Woodburn
- Mano a Mano Family Center
- Career Technical Education Center

www.co.marion.or.us/HLT/

If you wish to protest the County's Intent to Award, you must do so within seven (7) calendar days by the close of business after the date of the issuance of this notice. Late protests will not be considered.

The protest must comply with the terms of Marion County's Public Contracting Rules, Section 20-0740. Any protest not in compliance will not be considered by the County.

Protests must be directed by mail or courier to Marion County, Attn: Camber Schlag, 555 Court St. NE, Ste. 4247, Salem, OR 97301.

Questions relating to the procurement process must be directed to Camber Schlag, Marion County Contracts & Procurement Manager at 503-566-3944 or via email: cschlag@co.marion.or.us

Thank you to all who submitted offers.

Sincerely,

Meuy Saechao

Meuy Saechao
Marion County Health and Human Services



MARION COUNTY

REQUEST FOR PROPOSALS HE1259-22

OREGON BUYS #: S-C25102-00005122

Community Tobacco Prevention Project

Release Date: 12/12/2022

RFP Due Date: 1/06/2023 02:30 PM PST

Refer Questions to:

Meuy Saechao
Phone number: (503) 584-4897
msaechao@co.marion.or.us

Submit RFP's to:

PO_Contracts@co.marion.or.us

Electronic copies of this RFP and attachments, if any, can be obtained from the Oregon Buys website <https://oregonbuys.gov> and search either of the numbers listed above within Bid Solicitations.

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1. INTRODUCTION

Marion County Health and Human Services Department (County) is currently seeking culturally appropriate community tobacco prevention services among communities in Marion County. The County is seeking proposals from individuals, firms, teams or consultants, hereafter called “proposer(s),” with demonstrated experience in this area.

The County intends to award one or more Contracts resulting from this RFP.

All firms submitting proposals are referred to as proposers in this document; after negotiations, the awarded Proposer will be designated as Contractor.

2. BACKGROUND

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 345,920, stretches from the Willamette River to the Cascade Mountains and encompasses nearly 1,200 square miles. Marion County has 20 cities, including the Oregon’s capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven departments of which are headed by elected officials.

Tobacco use is the leading cause of preventable death and disease in Oregon. According to the Oregon Health Authority’s Oregon Tobacco Facts report published in 2020, “[tobacco] kills approximately 8,000 people each year...[and] costs Oregonians an estimated \$3 billion a year in medical expenses and lost productivity.” The Marion County Substance Abuse Prevention Program, including the Marion County Tobacco Prevention and Education Program (MCTPEP), uses the science of prevention to support our communities in preventing abuse of tobacco, alcohol, and other substances. We collaborate with community partners with an interest in preventing the incidence of substance abuse in the community. To address this, we utilize the Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework (SPF), a comprehensive approach to understanding and addressing the local tobacco and substance misuse and related behavioral health problems facing our communities.

One of the cross-cutting principles that is key to effective prevention is cultural competence. Each step of the SPF requires—and greatly benefits from—the participation of diverse community partners. MCTPEP is looking to partner with community partners working on commercial tobacco prevention, especially those working among communities at high-risk for tobacco use and tobacco related illness. We look forward to engaging with both current and new partners through these grant-based funds to develop new and innovative prevention programming that is both targeted through data and has broad community reach.

3. CONTRACT TERM

The Contract is anticipated to start in January 2023 and end on June 30, 2023. The parties may extend the term of this Contract provided that the total Contract Term does not extend beyond December 31, 2023.

4. SCHEDULE OF EVENTS

- a. Questions and Clarifications due to the contact on the cover page of the RFP no later than **12/20/2022 2:30 PM.**

- b. Answers to questions posted on OREGONBUYS website on **12/27/2022**.
- c. RFP Protest Period Ends 7 calendar days prior to RFP Closing.
- d. Proposals are due no later than **1/06/2023 02:30 PM** at the email address listed on the cover page of the RFP. Late submittals will not be accepted.
- e. Notice of Intent to Award Protest Ends 7 days from Notice of Intent to Award.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

5. SCOPE OF WORK

- a. Awarded vendors will be expected to provide the following:
 - i. By 6/30/23, complete a community tobacco prevention project. Projects may address universal or targeted prevention, education, or direct intervention. Examples of eligible activities include, but are not limited to:
 - (a) youth-led, youth-oriented educational campaign;
 - (b) community-led initiatives that build power and ability to address risk factors that might lead to commercial tobacco use (for example, food insecurity, isolation and lack of mental health support, lack of safe housing, etc.);
 - (c) multigenerational interventions that offer wraparound supports to address overall well-being;
 - (d) development of community skills in advocacy for policy change, including those addressing social determinants of health as well as commercial tobacco industry influence in communities;
 - (e) accessible and affordable opportunities and space for people to positively socialize, challenge social norms that promote tobacco misuse, share cultural traditions and build community;
 - (f) enhancing support for and access to culturally appropriate commercial tobacco cessation resources;
 - (g) training and capacity building for health care providers and supports for traditional health workers to address commercial tobacco use and intersections with chronic diseases, including addressing health care provider bias against nondominant beliefs, norms, and approaches to health care;
 - (h) community-based and community-led research to understand community needs;
 - (i) educational campaigns, outreach to high-risk adults; and,
 - (j) supporting current smoke and vape free policies for housing and business.

- ii. By 6/30/23, complete a project report in English and any other languages identified as needed.

See Attachment 3 below for report requirements.

- b. MCTPEP will be expected to provide the following:

- i. Provide technical assistance in the execution of the community prevention projects. This includes, but is not limited to hosting regular meetings, and providing resources on evidence-based tobacco prevention programs.
- ii. Curate a summary report of all funded grant projects in English.

6. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this RFP.

7. INSTRUCTIONS TO PROPOSERS

Proposals are due at the County no later than the time and date set forth in the Section 4: Schedule of Events. Proposals will be considered time-stamped and received by the County when they are received in the email inbox listed on the cover page. Email subject line shall be clearly marked with the RFP number:

HE1259-22 - Community Tobacco Prevention Project

Proposers must include their name and address and contact information in the body of the email. It is the Proposer's responsibility to ensure that proposals are received prior to the stated submission deadline and email address. Pursuant to MCPCR 20-0460, The county shall not consider late offers, withdrawals or modifications, except as permitted in sections 20-0470 or 20-0261.

The proposal must include information responsive to items (a) through (g) set forth below. The proposal may not exceed a total of 10, 8.5" x 11" pages. Proposals shall be Microsoft 2003 compatible or searchable Adobe format and shall not be more than 50MB. Proposals exceeding 10 pages will be truncated and only the first 10 pages will be evaluated.

Proposers must include the following as part of their proposal:

- a. **The Mission of your Organization.**
Describe the mission of your organization and how it relates to tobacco prevention work.
- b. **Services and Support Languages.**
Describe the services your organization provides, particularly those related to the activities listed in the "Scope of Work" section above, and in what languages they are offered.
- c. **Additional Information about your Organization.**
Provide any other information about your organization that you believe is important and relevant to this project.

d. Approach and Management Plan.

Describe the approach and management plan for providing the project services. Include an organizational chart showing the proposed relationships among proposer staff, County staff and any other parties that may have a significant role in the delivery of this program.

e. Qualifications and Experience.

Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.

f. Work Plan and Schedule.

Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. The project is expected to commence no later than January 1, 2023, and all public meetings, draft and final documents fully completed by June 30, 2023.

g. Cost Proposal

The Cost Proposal shall include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses, and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories.

8. CONTRACT FORM

By submitting a proposal, proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract for Services (Exhibit 1). Proposer shall review the attached Contract for Services and note exceptions. Unless proposer notes exceptions in its proposal, the County intends to enter into a Contract for Services with the successful proposer substantially in the form set forth in Contract for Services (Exhibit 1). It may be possible to negotiate some provisions of the final Contract for Services; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of proposals.

Any proposal that is conditioned upon the County's acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the County's Legal Counsel.

In the event that the parties do not reach mutually agreeable terms, the County may terminate negotiations and commence negotiations with the next highest-ranking proposer.

9. EVALUATION

a. **Minimum Responsiveness.**

In order to be responsive, each proposal will be reviewed for minimum responsiveness. Failure to meet minimum responsiveness may result in rejection of the proposal. Each proposal must comply with Section 7: Instructions to Proposers and include the following to be considered minimally responsive:

- The Mission of your Organization
- Services and Support Languages
- Additional Information about your Organization
- Approach and Management Plan
- Qualifications and Experience
- Work Plan and Schedule
- Cost Proposal
- Attachment 1: Proposal Form

b. **Evaluation Committee.**

A County Evaluation Committee (CEC) will evaluate all responsive proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.

c. **Categories.**

The evaluation criteria and their respective weights are as follows:

- The Mission of your Organization: 10
- Services and Support Languages: 10
- Additional Information about your Organization: 5
- Approach and Management Plan: 20
- Qualifications and Experience: 20
- Work Plan and Schedule: 20
- Cost Proposal: 15
- **Grand Total: 100**

d. **Best Value.**

The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work

during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

10. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of proposals and final consideration of all available pertinent information, the County will either reject all proposals or issue a written notice of intent to award the contract. The notice shall identify the apparent best evaluated proposal and the notice shall be provided to all proposers submitting a timely proposal. The notice shall not create any rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Contract for Services in Exhibit 1 to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a proposer fails to promptly sign and return the contract drawn pursuant to this RFP and final contract negotiations, the County may cancel the award and award the contract to the next best evaluated proposer.

11. PROTEST AND APPEALS

A proposer may protest the award of a contract or the intent to award a contract, whichever comes first, if the conditions set forth in ORS 279B.410(1) are satisfied. The protest must be submitted via email to the Contracts and Procurement Manager at cschlag@co.marion.or.us within seven (7) days after issuance of the notice of intent to award the contract. Please mark the email subject line “**Protest for HE1259-22 - Community Tobacco Prevention Project**”.

All letters of protest shall clearly identify the reasons and basis for the protest. The Contracts and Procurement Manager will issue a written disposition in a timely manner as set forth in ORS 279B.410(4), which shall include the reason for the action taken and the process for appealing the decision. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County’s contract award decision.

12. TERMS AND CONDITIONS

- a. **The Marion County Public Contracting Rules**
found at <http://www.co.marion.or.us/FIN/Pages/contracts.aspx>, govern this RFP.
- b. **RFP Amendment, Cancellation and Right of Rejection.**
 - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the addendum on the OREGONBUYS website. The County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.

- ii. The County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of the County. Where the County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.

c. Confidentiality.

The County will retain a master copy of each proposal to this RFP, which becomes public record after the notice of intent to award unless the proposal or specific parts of the proposal can be shown to be exempt by law under ORS Chapter 192. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS 192.311-431 or otherwise is exempt from disclosure under the Oregon Public Records Law, that proposer shall complete and submit the Attachment 2: Trade Secret Form and a fully redacted version of its proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the proposal as confidential, in whole or in part, as exempt from disclosure is not acceptable. County advises each proposer to consult with its own legal counsel regarding disclosure issues. If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, proposer has waived any future claim of non-disclosure of that information.

d. Proposer Responsible for Incurred Costs.

The County shall not be liable for any expenses incurred by proposer in both preparing and submitting its proposal or contract negotiation process, if any.

e. Cooperative Purchasing.

Pursuant to ORS 279A.205 thru 279A.215, other public agencies within the State of Oregon may use the purchase agreement resulting from this Request for Proposals unless the Proposer expressly notes in their proposal that the prices quoted are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful Proposer; the County accepts no responsibility for performance by either the successful Proposer or such other agency using this agreement. With such condition, the County consents to such use by any other public agency within the State of Oregon.

13. ATTACHMENTS AND EXHIBITS

- Attachment 1: Proposal Form
- Attachment 2: Trade Secret Form
- Attachment 3: Project Report Format
- Exhibit 1: County Contract for Services

Attachment 1 - Proposal Form

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____ WEB SITE: _____

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or proposer for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: () _____

Email: _____

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

Attachment 2 - Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about 01/06/2023 (the "Proposal"), to Marion County in response to Request for Proposals HE1259-22, for Community Tobacco Prevention Project and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.431, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique, or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

Attachment 3 – Project Report Format

By 6/30/23, the Contractor will be required to provide a summary of services rendered as outlined below:

Summary of Services Rendered

Please list all services rendered, and provide a simple budget breakdown and any additional comments you have:

Briefly describe your successes from this grant.

Briefly describe any obstacles you encountered during this grant.

Exhibit 1 - County Contract for Services

The Contract for Services (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Contract for Services on Next Page]

**MARION COUNTY
CONTRACT FOR SERVICES
[CMS #]**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and [Insert Name], [a/an [INSERT STATE] Corporation, non-profit, etc.] hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on [OPTION 1: [insert date].] [OPTION 2: the later of [insert date], the date all warranties have expired, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County.] The parties may extend the term of this Contract provided that the total Contract term does not extend beyond [insert date or event].

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[Insert amount]. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes

of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

- A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

- B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

- A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

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 the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

- 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. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

- A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

- B. If terminated under 13C 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.
- C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor’s activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

18. 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.

19. 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.

20. 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.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either 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 pay to the County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County **Not required by County.**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County** **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
 - \$5,000,000 Per occurrence limit for multiple claimants
 - Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County** **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. 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, 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 mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

[address]

[address]

[city, state, zip]

[fax]

To County

Procurement & Contracts Manager

555 Court Street NE, Suite 5232

P.O. Box 14500

Salem, Oregon 97309

Fax No. 503-588-5237

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

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

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of [bids/proposals] for/effective date of] this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

[CONTRACTOR] SIGNATURE

Authorized Signature: _____
Date

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION. (Insert project background information, County objectives and any other general information that may be helpful to describe the context of this contractual relationship. This information may come from your solicitation document.)

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

(Describe the following:

Specific services to be performed,

Who is doing the work? (Key Persons? Did the contractor include position titles of job functions in their proposal?)

What are they doing?

What is the delivery schedule for the services? (Is there a timeline of events, milestones)

Deliverables to be provided, (what are we getting from the contractor providing services?)

Are there Goods to be delivered?

What are the deliverables and goods, including documents and reports, if any, to be created and delivered as part of the services? (Do we need specific data or detailed outcome from the services?)

An individual reading the Contract must be able to easily answer the following questions:

a. Who is purchasing?

b. Who is selling?

c. What is being purchased?

d. How much is being purchased?

e. When will it be delivered?

Be specific, clear, concise and complete when describing the intended performance obligations of the parties).

C. SPECIAL REQUIREMENTS. (Insert: special terms and conditions applicable to this Contract.)

[OPTION:] 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.

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 and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

OPTION FOR REQUIREMENT THAT CONTRACTOR PROVIDE KEY PERSONS:

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

[List name, title, identify the specific services each Key Person is required to perform under this Contract.]

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$ _____. [NOTE: THIS AMOUNT SHOULD EQUAL THE TOTAL AMOUNT PAYABLE UNDER EX. A, SECTION 2.A PLUS THE TOTAL AMOUNT AUTHORIZED FOR REIMBURSEMENT UNDER EX. A, SECTION 2.C AND THE AMOUNT IDENTIFIED UNDER 2. COMPENSATION.]

A. METHOD OF PAYMENT FOR SERVICES. [OPTION 1 – FIXED PRICE FOR EVERYTHING: County shall pay Contractor \$ _____ for completing all Services and delivering all Goods required under this Contract.]

[OPTION 2 – FIXED PRICE PER DELIVERABLE AND GOODS: County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted: (CLEARLY SPECIFY DELIVERABLE AND FIXED AMOUNT FOR THAT DELIVERABLE)]

[OPTION 3 – HOURLY RATE UP TO MAXIMUM AMOUNT: County shall pay Contractor \$ _____ per hour up to but not in excess of \$ _____ for completing all Services required under this Contract.]

[OPTION 4 –COMBINATION FIXED PRICE AND HOURLY RATE: County shall pay Contractor \$ _____ for _____. County shall pay Contractor \$ _____ per hour up to but not in excess of \$ _____ for _____.]

B. BASIS OF PAYMENT FOR SERVICES. [OPTION 1] – Full completion. County shall pay Contractor all amounts due under this Contract in one payment upon County’s approval of Contractor’s invoice to County but only after County has determined that Contractor has completed, and County has accepted, all Services; and Contractor has delivered and County has accepted all Goods required under this Contract.

[OPTION 2] - Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County’s approval of Contractor’s invoice to County for those Services and Goods: (list payment milestones)

[OPTION 3] - Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County’s approval of Contractor’s invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. [OPTION 1]: No Expense Reimbursement - County will not reimburse Contractor for any expenses under this Contract.

[OPTION 2:] County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor’s obligations under this Contract.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$ _____.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County’s satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County’s Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: [insert Dept Name] Department, [NAME]
[Address 1]
Salem, OR 9730X

Attachment 1 - Proposal Form

OFFEROR NAME: City of Woodburn
ADDRESS: 270 Montgomery St. Woodburn, OR. 97071
TELEPHONE NUMBER: 503 982 5386 EMAIL: yanira.herrera@ci.woodburn.or.us WEB SITE: woodburn-or.gov
TAXPAYER ID NUMBER: 936002282 DATE/STATE OF INCORPORATION: Oregon 1889
BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____
CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or proposer for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;

2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: Yanira Herrera

Print Name: Yanira Herrera

Title: Community Relations Manager

Contact Person (Type or Print): Yanira Herrera

Telephone Number: (503) 982-5386

Email: yanira.herrera@ci.woodburn.or.us

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

a. The Mission of your Organization. (10)

Describe the mission of your organization and how it relates to tobacco prevention work.

The City of Woodburn is a culturally diverse Oregon Municipality located in north Marion County with a population of 26,252. The vision of City leadership is to make Woodburn a safe, vibrant, full-service community. Woodburn will be a community of unity, pride, and charm; with an overarching mission of making Woodburn a great place to live, work, and visit.

To achieve its mission, the City continuously implements services and programs focus on creating, promoting, and empowering community health and safety. The Tobacco Prevention Community Project supports the City’s efforts by creating a space where the community can come together, learn about supporting resources, share tools for a healthy lifestyle, and become empowered to take a leadership role when it comes to promoting tobacco awareness and prevention.

b. Services and Support Languages. (10)

Describe the services your organization provides, particularly those related to the activities listed in the “Scope of Work” section above, and in what languages they are offered.

The City of Woodburn provides numerous community services in partnership with local non-profits, the following represents a few of the programs the City has engaged in:

- Secured the necessary funding to acquire a building and establish the Woodburn Family Resource Center (WFRC). The WFRC is a unified, one-stop, service provider’s resource hub. Individuals and families can access services through the WFRC such as Child Advocacy and Abuse Prevention, Domestic Violence, Houselessness, Senior and Migrant Worker Services, Mental Health Support, and other resources and referrals.
- Provides and maintains community spaces for public gathering and recreation through its public parks, aquatic center, public library, and the recently renovated Woodburn Museum and Bungalow Theatre.
- Hosts culturally appropriate events for both social entertainment and connection to community resources, including: Community Connection Day, Fiesta Mexicana, Music in the Park, Independence Day, Mexican Independence Day, Taste of Woodburn, Halloween Event, among others.
- Provides free public Transit services throughout the community with local bus and dial-a-ride programs.
- Conducts referrals to services and providers in the area.
- During pandemic, City allocated funds and resources to provide PPE and educational materials to businesses and residents in Woodburn as well as adjacent communities. Programs were developed to assist with assisting residents to pay rent and business assistance to keep businesses afloat. City utilized general fund dollars as well as sought and managed a number of grants to support programs.

In addition to these services, this project will incorporate several of the activities listed under “Scope of Work” including:

- Provide a space for the community to come together, socialize, and learn about resources in the Woodburn area.
- Enhance access to information on tobacco cessation resources including building healthy habits and addressing food insecurity.
- Support business owners through current smoke and vape free policies.
- Empower youth through a youth-oriented educational campaign.

All proposed services will be offered in English and Spanish.

c. Additional Information about your Organization. (5)

Provide any other information about your organization that you believe is important and relevant to this project.

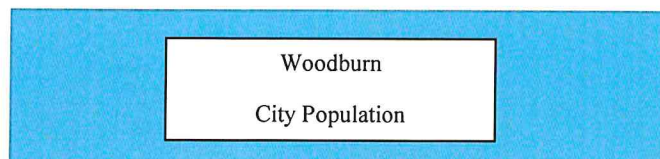
The City of Woodburn has been very successful in administering region wide services. Some of these services include providing \$400,000 to Woodburn residents through a Community Development Block Grant to provide rental, mortgage and utility assistance for those impacted by Covid-19. In addition, the City aided in leading a Covid-19 response in partnership with Marion County Health, non-profits and healthcare partners. This response focused on education and outreach with culturally appropriate materials in a tri-lingual format. These resources included videos, flyer, mailer and social media campaigns.

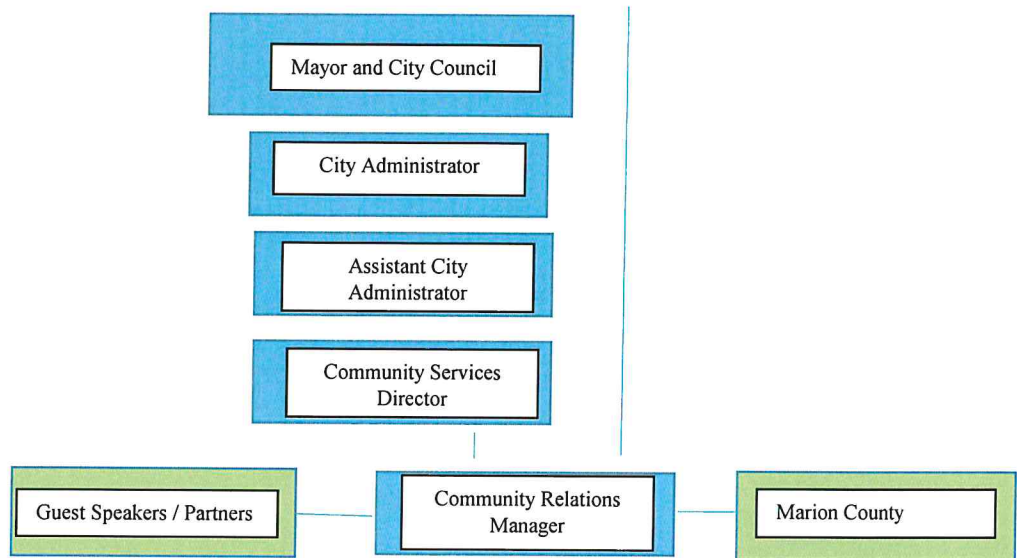
d. Approach and Management Plan. (20)

Describe the approach and management plan for providing the project services. Include an organizational chart showing the proposed relationships among applicant staff, County staff and any other parties that may have a significant role in the delivery of this program.

The proposed project will build a strong foundation by sharing educational information with community members. The Project will be led and implemented by the Community Relations Manager who will serve as a liaison between the City of Woodburn, Marion County, and other agencies and community partners involved. Project oversight will be held by the Community Services Director who will support the Community Relations Manager with the overall project. Woodburn’s City Administration is informed and aware of the proposed project and supports the efforts outlined in this proposal.

Below is the Organizational Chart of the City as it pertains to this specific project:





e. Qualifications and Experience. (20)

Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.

Key team members for this project will be City of Woodburn Community Services Department staff.

Yanira Herrera, Community Relations Manager, will be lead in coordinating with guest speakers, partners, community engagement efforts, providing grant reporting and project implementation. Yanira has seven years of experience in project management and event execution. One of the events led by Yanira in her previous Senior Teen Services Director position at Boys & Girls Club of Salem, Marion and Polk Counties, “Career and College Preparation Night”, she worked with community partners and staff to provide educational workshops for youth and adults. At this event, families participated in career and college panels, workshops, a career and college fair, and watched a career fashion show.

Workshop topics for parents ranged from learning post-secondary educational options, preparing to support youth through the college application process, and financial support opportunities. Topics for youth were age appropriate and included: Financial Literacy – budgeting, credit, scholarships, grants and loans, Career Exploration, Career and Technical Education, JobCorps, making the most of a campus experience, and cooking in a dorm room.

Yanira was responsible in coordinating facility and technical logistics, talking points, workshop description, marketing materials, attendee recruitment, post workshop surveys, budgets, among

other tasks. Yanira will have access to and assistance from additional qualified City staff should they be needed.

Jesse Cuomo, Community Service Director, will have oversight of the program and will support Yanira through program completion.

Jesse Cuomo was tasked with leading the City of Woodburn Covid-19 response. This task led to the City providing community wide educational materials in partnership with Marion County Health and local health partners. Education and outreach totaled an estimated 1,647,000 education touch points which included social media, radio, website, mailers, e-blast and printed materials. In addition, the City was able to provide 88,457 units of Personal Protective Equipment (PPE), which included sanitizer, facial coverings, sneeze guards and more. Lastly, the City was able to provide the Woodburn community with \$5,200,790 of funding that supported a host of areas including PPE and Education, Childcare, Prescription Assistance, Utility Assistance, Cleaning and Hygiene, Houseless support, business support, non-profit assistance, food security, housing assistance and transportation.

f. Work Plan and Schedule. (20)

Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. The project is expected to commence no later than January 1, 2023, and all public meetings, draft and final documents fully completed by June 30, 2023.

Upon approval of the grant, Yanira will conduct outreach to community partners to initiate the workshop series as outlined below:

Adult Tobacco Prevention Workshop Series

Date	Workshop Topic (Yanira / Guest Speaker / Partners)	Talking Points	Guest Speaker	Participant Incentive
Feb.	Health Risks of Tobacco Use	-Medical -Mental -Oral	Local Health Institutes	-Giveaway items To Be Determined
March	Smoke Safety	-Carbon Monoxide -2nd hand smoke -Fire Risk	Woodburn Fire Department	-Smoke & Carbon Monoxide Detectors
April	Food Insecurity	-Food insecurity and Tobacco Use correlation -Community Resources	Food Bank	-Food Box

May	Community Resources	-Addition -Community Resources -Building Healthy Habits	Marion County <i>or</i> Community Resource Center Provider	-Aquatic Center Pass -Library Membership
June	Promoting a Smoke-Free Community & Business Rights	-Promoting a smoke-free environment -Legal Rights & Signage for businesses	City Staff (<i>McKenzie & Tommy</i>) <i>or</i> Small Business Development Center	-Signage (tobacco free name plates, decals/window clings) -Park Signage

Childcare will be provided for program participants.

Youth will engage in Tobacco Prevention activities as outlined below:

Childcare - Group 1: Pre-K (4+) - Elementary, **Group 2:** Middle - High School

Date	Kids (Interns+1Staff)	Teens (BGC staff Facilitates)	Incentives	Additional Information
Feb.	Art Contest	Art Contest	Prizes: -Pre-K -Elem. -Middle -High -Overall Winner -Certificate and small trinket for each participant	-Art contest: Youth will be asked to create a piece of 2D art on an 8.5'' x 11'' sheet of paper showing what tobacco prevention means to them. -The Overall Winner's art will be used for tobacco prevention marketing materials. -The contest can be ongoing for the first two months of the project (Feb. & March).
March	Digital Jeopardy of Tobacco Use Risks	Kahoot of Tobacco Use Risks	Prizes: Top 3 in each childcare group	-Digital Jeopardy and Kahoot are digital platforms used for an online trivia game experience. These can be played in a group or by an individual as a fun and engaging learning tool.

				-Both games will be age appropriate and cover topics including health risks, peer pressure, smoke safety, food insecurity and community resources.
April	Coloring Book	Youth-led Tobacco Prevention Video Creation	Coloring Book	<p>Group 1 Youth will engage in activities within their custom coloring workbook.</p> <p>Group 2 Video Day 1: Teens will come together to brainstorm ideas; select the audience and format of their video. They will work together to build a storyline and begin drafting the video script.</p>
May	Craft Activities	Youth-led Tobacco Prevention Video Creation Continues	Take home craft (kids) Giveaway items (teens)	<p>Group 1 Youth will complete an interactive Tobacco Prevention activity.</p> <p>Group 2 Video Day 2: Youth will finalize their script and begin Day 1 of recording.</p>
June	Craft Activities	Youth-led Tobacco Prevention Video Finalization	Take home craft (kids) Giveaway items (teens)	<p>Group 1 Youth will complete a hands-on Tobacco Prevention activity.</p> <p>Group 2 Video Day 3: Teens will finalize any parts of their video as needed.</p>

g. Cost Proposal (15)

The Cost Proposal shall include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses, and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories.

To provide the services and activities as outlined in this Proposal, we are requesting \$50,000 from Marion County. A detailed Project Budget follows:

Budget Line Item	Cost	Budget Narrative
Food & Beverage	\$5,040	<p>Adults: 42 people x \$20 per person = \$840 \$840 x 4 workshops = \$3,360</p> <p>Teens 15 x \$20 per person = \$300 \$300 x 4 sessions = \$1,200</p> <p>Kids \$120 per session x 4 sessions = \$480</p>
Participant Incentives	\$19,910	<ul style="list-style-type: none"> • 1 Year Aquatics Family Pass (1 Month)(1 visit per month) = \$204 \$204 x 40 families = \$8,160 • Food Boxes \$4,000 (\$100 box x 40 families) • Decals \$2,250 (about \$15 each, 50 English, 50 Spanish, 50 Russian) • No Smoking Name Plates \$3,000 (about \$20 each, 50 English, 50 Spanish, 50 Russian) • Park Signage \$2,500 (50 signs at \$50 each)
Art Contest Prizes	\$1,000	<ul style="list-style-type: none"> • Pre K – Grade 2 \$130 Amazon Kids Tablet • Grades 3-5 \$130 Amazon Kids Tablet • Middle School - \$100 JBL Portable Speaker • High School - \$200 Beats or Air Pod Headphones

		<ul style="list-style-type: none"> • Overall \$400 Chromebook • Shipping \$40
Video Creation / Social Media and Radio/ print	\$9,800	Supplies for Video Creation and ads for Radio and Print/Social Media
Marketing Campaign Materials	\$1,250	In addition to radio, print and social media ads, this will include banners, magnets, and other giveaway items.
Tobacco Prevention Coloring Custom Coloring Books	\$7,500	Tobacco Prevention Custom Coloring book sets in English, Spanish, and Russian.
Supplies and Materials	\$500	Office supplies needed for workshops and childcare sessions including: Flip Charts, markers, pens, table clothes, etc.
Administrative Cost	\$5,000	10% Admin Cost



Agenda Item



March 13, 2023

TO: Honorable Mayor and City Council (acting in its capacity as the Local Contract Review Board) through City Administrator

FROM: Curtis Stultz, Public Works Director

SUBJECT: **Award a Contract for Preliminary Design Services for the Storm Drainage Master Plan Phase II to Consor, Inc.**

RECOMMENDATION:

Award a Contract for preliminary design services for the Storm Drainage Master Plan Phase II in the amount of \$309,950 to Consor, Inc. and authorize the City Administrator to sign the Agreement.

BACKGROUND:

The existing storm drainage master plan was written twenty years ago in 2001. It is now time for the master plan to be updated to reflect physical and regulatory changes that have occurred in Woodburn over the past 20-years. An important goal for the Master Plan update is to address the requirements needed to stay compliant as a Designated Management Agency (DMA), including meeting the requirements of the Final Revised Willamette Basin Mercury TMDL and Water Quality Management Permit (WQMP)

Additional aspects of the plan update are to provide an integrated storm water management strategy that is reflective of the system; identifies and proposes solutions for deficiencies in the current system; plans for runoff from future growth; provides recommended improvements for water quality, detention, and low impact development standards.

Staff utilized a Request for Proposals (RFP) process to solicit professional engineering services for the Storm Drainage Master Plan Update. The RFP was advertised on the City website and in the Daily Journal of Commerce. Staff received two proposals that satisfied the requirements of the RFP. Staff reviewed the proposals in accordance with the RFP guidelines and state requirements (ORS 279C.105). After

Agenda Item Review: City Administrator x City Attorney x Finance x

collaboration with pertinent City staff, a decision was reached to select Murraysmith, Inc. as the highest-ranking proposer. City staff proceeded to negotiate a scope of work and fee for services to complete the update of the City's Storm Drainage Master Plan.

DISCUSSION:

Murraysmith, now Consor, Inc. completed Phase I of the Storm Drainage Master Plan in November of 2022. Phase I information gathering was needed before the scope of work could be accurately developed for Phase II. Consor Inc., delivered on Phase I on time and within budget, Consor Inc. continues to be a well-qualified firm with the technical expertise to compete Phase II and wrap up the Storm Drainage Master Plan. The negotiated contract for professional engineering services to complete this project is in the amount of \$309,950.

The procurement process for soliciting these services and the contract award is in conformance with public contracting laws of the State of Oregon as outlined in ORS Chapter 279 and the laws and regulations of the City of Woodburn. Therefore, staff is recommending that the contract be awarded as phase II.

FINANCIAL IMPACT:

The Contract Agreement will be funded from the approved 2022/23 fiscal year budget from the sewer fund, with the remainder proposed in the 2023/24 fiscal year budget.



Agenda Item

March 13, 2023

TO: Honorable Mayor and City Council through City Administrator

FROM: Anthony Turley, Finance Director

SUBJECT: **Water Bond Early Payoff**

RECOMMENDATION:

Authorize the City Administrator to include an appropriation in the proposed FY2023-24 budget to pay-off the water revenue refunding bond series 2018.

BACKGROUND:

In December 2018, the City of Woodburn successfully refinanced several outstanding water loans. The refinancing included the refinancing of loan draw-downs to date of loan Y02007, S02010, and G02003.

DISCUSSION:

With the advice of both bond council and our financial advisor's city staff propose using the reserve for future debt service in the City's Water Fund, a portion of the beginning fund balance and revenue from operations to pay-off the remaining balance of the debt with Budget appropriations in FY 2023-24 Budget. This action would better prepare the City to fund capital needs from operations and avoid debt coverage ratio issues in future budget years and save the City between \$45,000 and \$55,000 in interest expense on the debt service. There are no prepayment penalties on this debt.

Agenda Item Review: City Administrator x City Attorney x Finance x

FINANCIAL IMPACT:

Sources:

Other Sources of Funds:

Cash Contribution from Operations	1,332,000.00
Cash Contribution from Debt Service Reserve	754,000.00
Cash Contribution from Fund Balance	<u>170,000.00</u>

2,256,000.00

Uses:

Pay-off to JPMorgan Chase Bank, NA.:

Principal	2,244,000.00
Interest (estimated)	<u>12,000.00</u>
	2,256,000.00



Agenda Item

March 13, 2023

TO: Mayor and City Council through City Administrator

FROM: Martin J. Pilcher, Chief of Police

SUBJECT: **Intergovernmental Agreement for School Resource Officers**

RECOMMENDATION:

Authorize the City Administrator to sign an agreement with Woodburn School District for School Resource Officer services.

BACKGROUND:

On November 15, 1999, the City of Woodburn and the Woodburn School District entered into an Intergovernmental Agreement for the purpose of establishing the duties and responsibilities of a School Resource Officer and established the financial obligation of each agency.

In previous years, the City and the school district have renewed the School Resource Officer Intergovernmental Agreement several times with similar terms and conditions as set forth in the original agreement, with the exception of the financial obligation clause. The term of the current agreement expired on June 30, 2022.

The Woodburn Police Department and the Woodburn School District both believe that the School Resource Officer Program has proven to be very beneficial and wish to continue the program within the school district.

As Police Chief, I am pleased to report that our discussions with the School District led to them agreeing to continue their monetary contribution of \$105,000 under the proposed new intergovernmental agreement. Since 2015, we have negotiated a cost share increase from the School District amounting to \$60,000. This is a more equitable distribution of the costs of maintaining this needed service.

Agenda Item Review: City Administrator x City Attorney x Finance x

DISCUSSION:

This intergovernmental agreement would be effective between July 1, 2022, and June 30, 2024. It would continue to provide the services of one School Resource Officer at Woodburn High School and one School Resource Officer at the District's two middle schools, maintaining the City's partnership with the school district. The broad spectrum of contacts, interactions, and duties conducted by the two School Resource Officers provide great benefits to both the police department and the school district alike. It is an equitable agreement in that the school district provides funding for part of the officers' time utilized at schools, and the City provides for the remainder of the officers' time.

FINANCIAL IMPACT:

Over the course of this agreement, the Woodburn School District has agreed to be responsible for \$210,000 toward salary and fringe benefits for the two school resource officers. The City of Woodburn will provide approximately \$578,000 (actual amount pending WPA contract agreement) toward salary and fringe benefits for the officers. The City's portion of the funding for these positions is identified within the Woodburn Police Department FY 2022-23 and 2023-24 budget.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into under the authority granted under ORS 190.010 between the City of Woodburn (City) and Woodburn School District 103 (District) for the purpose of clarifying the duties and responsibilities of School Resource Officers (SROs) to be placed with the District and to define the responsibilities of each of the governmental bodies for the supervision, support, and financial obligation of that position.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. CITY'S RESPONSIBILITIES

1. The City will provide two sworn police officers for assignment to School Resource Officer positions during the term of this Agreement. The officer's primary duties will be assigned to any one or more of the Woodburn School District schools while school is in session. The officers may, however, be used for other police duties outside of the school year. The City reserves the right to reassign these officers to other police duties, irrespective of school sessions when an emergency exists and the officers are required elsewhere. The determination of an emergency is at the discretion of the Chief of Police.
2. Over the agreement period, the City will provide \$288,475 toward the salary and fringe benefits of the two School Resource Officers.
3. The City will be mutually involved with School Administrators in the selection of any officer assigned to this position.
4. The Chief of Police will be solely responsible for the supervision and performance evaluation of the School Resource Officers, but the City agrees that the Chief will seek and utilize information provided by school administrative personnel in the performance of those duties and the officers' suitability to continue in that position. The City will cooperate in any investigation being conducted by the District, law enforcement, OHS, ODE and/or TSPC to the extent allowed by law, policy or memorandum of understanding. At the direction of the District, the City will immediately remove any SRO from all District premises where the Superintendent of the District determines, in the Superintendent's sole discretion, that removal of the SRO would be in the best interests of the District.

B. DISTRICT'S RESPONSIBILITIES

1. During the term of the agreement, District will provide \$105,000 toward salary and fringe benefits of the School Resource Officers, to be invoiced to the District quarterly.
2. The District agrees to allow the SROs to participate in appropriate in-service training, to be included in general staff activities, and to provide facility office space for the officers to work from.
3. The District will review and approve any curriculum to be presented to students, staff, or parents by the officers.
4. The District agrees to assist the Chief of Police in establishing annual goals for the School Resource Officer positions.

C. SCHOOL RESOURCE OFFICERS' DUTIES

The day-to-day operational and administrative control of the SROs will be the responsibility of the City. However, the SROs will collaborate with the building administrators (principal and assistant principal) to address situations as they arise in the building and to determine the most effective use of the SROs time and expertise. The following list of duties is not intended to be all-inclusive but to describe the principal activities in which the officers may be involved. These activities will not be performed each day, but as the need dictates.

1. Be physically available at appropriate times for personal interaction with youth at school including informal discussions with students, staff, or parents during breaks, lunch, and before and after school activities.
2. Identify youths at risk of becoming delinquent through referrals to the School Resource Officers from school personnel, student advisors, parents, and via interaction with students themselves.
3. Assist in the diversion of youths identified as at risk of becoming delinquent from entry into the juvenile justice system through crisis intervention and referral to other resources and outside agencies.
4. Provide prevention education on vandalism, shoplifting, substance abuse, child and sexual abuse, and issues of personal safety.
5. Perform as a resource center for youth needing referrals to the appropriate government or private service agency.

6. Act as an information source for District personnel on issues or criminal trends involving youth.
7. Participate and support youth organizations designed to promote responsible behavior (i.e., Natural Helpers, Oregon Student Safety on the Move, Oregon Teen Leadership Institute, etc.).
8. Take appropriate corrective enforcement or referral action in the schools on behavior coming to the officer's attention which is criminal.
9. Promote a positive attitude of youth toward community, school, and local government, including police.
10. Develop and teach classes relevant to youth and crime issues (street law) which are germane to this community.
11. Develop and teach classes regarding civic competence, rights and obligations of youth according to law, rights and responsibilities of citizenship, and the role of citizenship in society.
12. Develop and provide programs which produce peer conflict mediation.
13. Maintain records of calls for service and share to the extent allowed by law, to the District by the officer and the number of hours worked during the year relative to school issues.
14. Attend and participate in the North Marion County Youth Service Team (YST) meetings in an effort to provide a coordinated community-based delivery system of crisis intervention, counseling, consultation and referral, and training to youth, their family and community, and to promote cooperation and understanding between the different agencies. (3 meetings a year)
15. Attend and participate in safety related meetings such as Risk assessment screenings and site safety meetings as needed.

D. DESCRIPTION OF PARTNER ROLES AND RESPONSIBILITIES

Each party agrees SROs will not respond to or be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators, unless the violation or misbehavior involves criminal activity.

E. INFORMATION SHARING

The District has given rights to City officers serving as SROs to view educational records for all District students per Woodburn School District Policy JO/IGBAB (AR). For the purposes of FERPA, the District considers the SRO position as one of school official and as a contractor who assists in performing necessary institutional services on behalf of the District and therefore with legitimate educational interests in student records. Pursuant to District policy, all District staff with rights to view educational records, including SROs, will abide by said policy and receive appropriate training and guidance.

The City agrees to share information with District officials having a need to know such information so long as sharing of said information is allowed by state or federal law and the City.

F. MODIFICATION OF AGREEMENT

Each party to this agreement will bi-annually review the conditions of the agreement to determine if it is being properly administered, complied with, and to determine its sufficiency to meet program needs. Any modification of the terms of this Agreement shall be executed in writing with the mutual consent of both parties.

G. TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2022 and continue through June 30, 2024. This Agreement may be terminated prior to that date by mutual consent of both parties or by one party notifying the other of their intent to discontinue participation no later than 180 days prior to the end of the fiscal year.

H. LEGAL CONTINGENCIES

1. INDEMNIFICATION Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless District from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 District shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of District, its officers, employees and agents in the performance of this agreement.

