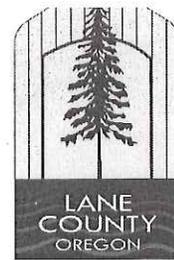


15 FEB 23 P4:18



April 16, 2014

Yamhill County Health Department  
412 NE Ford  
McMinnville, OR 97128  
Attn: Gary VanDer Veen  
Email: [vanderveeng@co.yamhill.or.us](mailto:vanderveeng@co.yamhill.or.us)

RE: Lane County Contract #13128 – Amendment #2

Dear Mr. VanDer Veen:

Please find attached an e-copy of the contract amendment with Lane County to extend the Lane-Yamhill collaboration via Lane County's sponsored website for the online foodhandlers' training/testing.

Please review the contract. If you concur, we are now accepting electronic signatures. After procuring the appropriate signature, email the document to me at [michelle.ames@co.lane.or.us](mailto:michelle.ames@co.lane.or.us) and Collette Christian at [collette.christian@co.lane.or.us](mailto:collette.christian@co.lane.or.us)

An executed original will be returned to you after signature by the interim county administrator.

Sincerely,

Michelle Ames  
Health & Human Services Administration  
Contracts Unit

Enclosures

B.O. 14-237

Amendment # 2

AREAS, Lane County, hereinafter referred to as COUNTY, a political subdivision of the State of Oregon, and YAMHILL COUNTY, hereinafter referred to as CONTRACTOR, have agreed that it is in the mutual interest of both parties to amend the contract dated August 01, 2008 for CONTRACTOR'S On-line foodhandlers training/testing IGA project.

The purpose of this change is to extend the contract, provide additional revenue-sharing authority and revise Exhibit F.

Now, therefore, the parties agree that the contract should be amended as follows:

- 1 The contract is extended until June 30, 2017.
- 2 Estimated revenue-sharing authority in the amount of \$12,000 is added for the period July 1, 2014 through June 30, 2015.
- 3 Estimated revenue-sharing authority in the amount of \$12,000 is added for the period July 1, 2015 through June 30, 2016.
- 4 Estimated revenue-sharing authority in the amount of \$12,000 is added for the period July 1, 2016 through June 30, 2017.
- 5 Exhibit F-2 is incorporated into the contract effective July 1, 2014.

FY 08/09 Paid by LANE COUNTY 1 Of 9							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	08/01/08 - 06/30/09	Other	\$18,500.00	\$0.00	\$18,500.00	0	512201-286-3427810
<b>Total:</b>			\$18,500.00	\$0.00	\$18,500.00		
FY 09/10 Paid by LANE COUNTY 2 Of 9							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/09 - 06/30/10	Other	\$22,000.00	\$0.00	\$22,000.00	0	512201-286-3427810
<b>Total:</b>			\$22,000.00	\$0.00	\$22,000.00		
FY 10/11 Paid by LANE COUNTY 3 Of 9							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/10 - 06/30/11	Other	\$24,000.00	\$0.00	\$24,000.00	0	512201-286-3427810
<b>Total:</b>			\$24,000.00	\$0.00	\$24,000.00		
FY 11/12 Paid by LANE COUNTY 4 Of 9							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/11 - 06/30/12	Other	\$16,000.00	\$0.00	\$16,000.00	0	512201-286-3427810
<b>Total:</b>			\$16,000.00	\$0.00	\$16,000.00		
FY 12/13 Paid by LANE COUNTY 5 Of 9							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/12 - 06/30/13	Other	\$18,000.00	\$0.00	\$18,000.00	0	512201-286-3427810
<b>Total:</b>			\$18,000.00	\$0.00	\$18,000.00		

B.O. 14-237

FY 13/14

Paid by LANE COUNTY  
6 Of 9

Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/13 - 06/30/14	Other	\$20,000.00	\$0.00	\$20,000.00	0	512201-286-3427810
Total:			\$20,000.00	\$0.00	\$20,000.00		

FY 14/15

Paid by LANE COUNTY  
7 Of 9

Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/14 - 06/30/15	Other	\$0.00	\$12,000.00	\$12,000.00	0	512201-286-3427810
Total:			\$0.00	\$12,000.00	\$12,000.00		

FY 15/16

Paid by LANE COUNTY  
8 Of 9

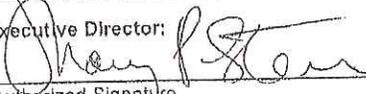
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/15 - 06/30/16	Other	\$0.00	\$12,000.00	\$12,000.00	0	512201-286-3427810
Total:			\$0.00	\$12,000.00	\$12,000.00		

FY 16/17

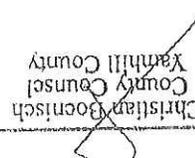
Paid by LANE COUNTY  
9 Of 9

Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/16 - 06/30/17	Other	\$0.00	\$12,000.00	\$12,000.00	0	512201-286-3427810
Total:			\$0.00	\$12,000.00	\$12,000.00		

This amendment is effective July 01, 2014. All other terms and conditions of the original contract and any previous amendment(s) not altered by this amendment remain in full force and effect.

YAMHILL COUNTY		Federal I.D.:
Executive Director:		
Authorized Signature	_____	Date 4/3-6/002318
AUTHORIZED SIGNATOR HEALTH DEPARTMENT MCMINNVILLE, OR 97128		

Lane County, Oregon	
County: 	Originator:
Steve Mokrohisky County Administrator	Collette M. Christian Program Services Coord 2 Collette.Christian@co.lane.or.us 151 WEST 7TH AVE S-620 EUGENE, OR 97401
Date 5-12-14	

Approved As To Form  
by   
Christian Boenisch  
County Counsel  
Yamhill County

Approved As To Form  
by   
Christian Boenisch  
County Counsel  
Yamhill County

Accepted by Yamhill County  
Board of Commissioners on  
5/1/14 by Board Order  
# 14-237

**Exhibit F - 2**

**Lane County Standard Provisions**

## STANDARD PROVISIONS

### 21.130 Standard Contract Provisions.

The following standard public contract clauses must be included expressly or by reference in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from Contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(6) With certain exceptions listed below, Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases Contractor shall pay the person at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, Contractor shall pay a laborer at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (6) does not apply to contracts for purchase of goods or personal property.

Contractor shall give written notice to employees who work on a public contract of the number of hours per day and days per week that the employees may be required to work. This notice must be given in writing either at the time of hire or before commencement of work on the contract, or must be posted as a notice in a location frequented by employees.

(7) Contractor, any subcontractors, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, unless exempt under ORS 656.027.

(8) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards:

(a) Reduce or withhold payment;

(b) Require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(9) The contract may be canceled at the election of the County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.

(10) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(11) Unless otherwise provided by the contract or law, Contractor agrees that the County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after the County makes final payment on this Agreement. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by the County.

(12) By execution of this contract, Contractor certifies, under penalty of perjury that:

(a) To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(13) Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(14) Contractor shall not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(15) Contractor shall make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(16) The County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(17) All modifications and amendments to the contract will only be effective only if in writing and executed by both parties.

(18) Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(19) Unless otherwise provided, data which originates from this contract constitutes "works for hire" as defined by the U.S. Copyright Act of 1976 and is owned by the County. Data includes, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which does not originate from this contract, but which is delivered under the contract, is transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license will be limited to the extent which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. Contractor shall give the County prompt written notice of any notice or claim of copyright infringement received by Contractor with respect to any data delivered under this contract. The County will have the right to modify or remove any restrictive markings placed upon the data by Contractor.

(20) If as a result of this contract, Contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, Contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper

with at least 25% post-consumer content which meets printing specifications and availability requirements.

(21) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, are applicable to all road construction projects except as modified by the bid documents.

(22) As to contracts for lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(23) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, Contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.