

## RESOLUTION NO. 2024-01

A Resolution Authorizing the City Manager to sign a contract with Chemeketa Community College in the amount of \$146,000 for Pre-Apprenticeship and Hospitality Certification Programs for the City of McMinnville's Business Recovery and Resiliency Grant.

### RECITALS:

**Whereas**, the coordination of sustainable, localized workforce programs, addresses the ongoing local workforce impacts of COVID-19; and

**Whereas**, Chemeketa Community College, can deliver workforce development programs that respond to the needs of local businesses; and

**Whereas**, the funding for this project is the State American Rescue Plan Act Fund grant received from the State of Oregon via Representative Ron Noble to assist businesses in their recovery and resiliency from COVID (otherwise known as the 8212 Contract).

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON, as follows:**

1. That the City of McMinnville will enter into a contract with Chemeketa Community College's workforce programs in an amount not to exceed \$146,000 as part of a state grant that the City of McMinnville received for Business Recovery and Resiliency programs after the impact of COVID.
2. The City Manager is hereby authorized and directed to sign the contract per Exhibit A.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of January 2024, by the following votes:

Ayes: Geary, Garvin, Menke, Chenoweth, Payne, Peralta

Nays: \_\_\_\_\_

Approved this 9th day of January 2024.



MAYOR

Approved as to form:

  
City Attorney

Attest:

  
City Recorder

### EXHIBITS:

- A. Professional Services Agreement with Chemeketa Community College.

**CITY OF McMinnville**  
**MCMINNVILLE BUSINESS RECOVERY AND RESILIENCY PLAN**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for McMinnville Business Recovery and Resiliency Plan Goal 2 A – Workforce Programs (“Plan Goal 2 A Project”) is made and entered into on this 29 day of January 2024 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and Chemeketa Community College (CCC), an Oregon Education District (hereinafter referred to as “Consultant”).

**RECITALS**

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Work**

Consultant shall diligently perform the services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit 1** and incorporated by reference herein (the “Services”).

**Section 2. Term**

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

The following terms have the meanings assigned below for purposes of the State of Oregon American Rescue Plan Act (“ARPA”):

**Amount:** \$146,000.00.

**Obligation Deadline:** December 31, 2024.

**Program Completion Deadline:** December 31, 2025

**Final Reporting Deadline:** December 31, 2025

### **Section 3. Consultant's Services**

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant's authorized Project Manager.

3.2. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.3. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

### **Section 4. Compensation**

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, according to the Program Budget, attached hereto as **Exhibit 2**, and guaranteed not to exceed one hundred and forty six thousand (\$146,000), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, the City shall disburse the funds to Consultant in reimbursement payments from the date of a signed agreement.

4.2. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.3. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

### **Section 5. City's Rights and Responsibilities**

5.1. The City will designate a Project Manager to facilitate day-to-day communication between the Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

## **Section 6. City's Project Manager**

The City's Project Manager is Jody Christensen. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

## **Section 7. Consultant's Project Manager**

Consultant's Project Manager is Paul Davis. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

## **Section 8. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

## **Section 9. Reporting Requirements**

The required Project reporting will be executed as outlined in **Exhibit 3**. If the scope of work is deemed complete by the City, the last annual report received will be used for future City ARPA required reporting.

The City of McMinnville's logo and the following statement in English and Spanish will be included in all written and presentation materials:

“The McMinnville Business Recovery and Resiliency Plan (“Plan”) is a State American Rescue Plan Act (“ARPA”) funded project secured by Rep. Ron Noble (HD-24) in the 2021 Oregon Legislative Session. The Plan addresses the ongoing issues related to the impacts of the COVID-19 pandemic. In addition, the Plan supports the community's MacTown 2032 strategic plan goal of Economic Prosperity. This Plan is intended to have enduring value.”

## **GENERAL CONDITIONS**

### **A. Contractual Relationship**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing a contractual relationship of any sort between the parties. Consultant shall at all times be responsible for its improvements, obligations to contractors and subcontractors, employees, and to comply with all land use requirements.

### **B. Hold Harmless**

Consultant shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Consultant's performance or nonperformance of the services or subject matter called for in this Agreement.

### **C. Insurance & Bonding**

City will provide Consultant with required insurance minimums. Consultant shall carry sufficient general liability, auto liability, professional errors and emissions and workers' compensation insurance coverage that meet City's requirements until the completion of the project to protect the City and City contract assets from loss due to negligence, theft, fraud and/or undue physical damage, and shall provide to City an acceptable Certificate of Insurance coverage in force. City shall be named as an additional insured party on such liability insurance policies, and consultant shall provide an insurance endorsement so providing.

### **D. Grantor Recognition**

Consultant shall insure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source.

### **E. Amendments**

The City and Consultant may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Consultant from its obligations under this Agreement.

This Agreement shall be subject to all federal, state or local governmental statutes, guidelines, and policies, including amendments made after execution of this Agreement which are binding upon the City. If any change in such code or regulation results in a change in the funding, the scope of services, or schedule of

the activities to be undertaken as part of this Agreement, the parties shall agree to such modification or the Agreement shall be terminated.

**F. Suspension or Termination by City**

Termination of this Agreement is subject to the terms and conditions of Section 14 of Exhibit 4.

**G. Successors and Assigns**

This agreement shall be binding on the parties' successors and assigns.

**H. Consultant Termination**

Consultant may terminate this Agreement effective upon delivery of written notice to the City under any of the following conditions:

- a. City fails to make payments due under this Agreement, or
- b. City fails to perform the provisions of this Agreement, and within ten (10) days or such longer period as Consultant may authorize, after receipt of written notice from Consultant, fails to correct such failure.

**I. Rights After Termination**

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**J. No Other Parties**

City and Consultant are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.

**K. Severability**

City and Consultant hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**L. Governing Laws**

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including,



without limitation, its validity, interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill City. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

**M. Counterparts**

This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**N. Entire Agreement**

This Agreement, Project application and documents provided by Consultant to City prior to the execution of the Agreement, and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that Part of that or any other provision.

**O. Waiver of Certain Damages**

Except as provided elsewhere herein, neither party will be liable for incidental, consequential or other direct damages arising out of or related to this Agreement, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither party will be liable for any damages or any sort arising solely from the termination of this Agreement in accordance with its terms.

**P. Limitation on Assignment**

Consultant may not assign or transfer its interest in this Agreement without the prior written consent of City and any attempt by Consultant to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. City's consent to Consultant's assignment or transfer of its interest in this Agreement will not relieve Consultant of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**Q. Financial Records**

Consultant shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Consultant must maintain any other records, whether in paper or other form, pertinent to this Agreement in such a manner as to clearly document Consultant's performance. All financial records and other records, whether in paper, electronic or other forms, that are pertinent to this Agreement, are collectively referred to as "Records." Consultant acknowledges and agrees City and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Consultant must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**R. Time of the Essence**

Time is of the essence in Consultant's performance of the Project activities under this Agreement.

**S. Indemnification**

If Consultant does not complete the Project in accordance with this Agreement, the Consultant shall pay back all of the Funds to City. Any Funds disbursed to Consultant but not used for the approved Project must be returned to City. In the case of a violation of Section 603(c) of ARPA regarding the use of Funds, previous payments shall be subject to recoupment by City, or the US Treasury ("Treasury") as provided in Section 603(e) of ARPA.

**T. Required ARPA Grant Contract Provisions**

All federally or State of Oregon required terms and provision relating to the MCMINNVILLE BUSINESS RECOVERY AND RESILIENCY PLAN GRANT FUNDS are hereby incorporated into this Agreement by this reference, and shall govern over any other term or provision in the Agreement which is not consistent therewith.

The Contract is subject to the terms and conditions contained in the American Rescue Plan Act (ARPA) funding provisions attached hereto as "City of McMinnville-American Rescue Plan (ARPA) Contract Addendum," attached hereto as **Exhibit 4**, which terms and conditions shall govern over and supersede any inconsistent term or provision contained in the Contract.



The Consultant and the City hereby agree to all provisions of this Agreement.

**CONSULTANT:**

CHEMEKETA COMMUNITY COLLEGE

By: 

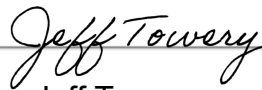
Print Name: Aaron Hunter

As Its: Vice President/ CFO

Employer I.D. No. 93-0585134

**CITY:**

CITY OF McMINNVILLE

By: 

Print Name: Jeff Towery

As Its: City Manager

APPROVED AS TO FORM:


  
City Attorney  
City of McMinnville, Oregon

Exhibit 1: Scope of Work

Exhibit 2: Budget

Exhibit 3: Reporting Requirements

Exhibit 4: City of McMinnville – American Rescue Plan Act (APRA) Contract Addendum

## **Exhibit 1: Chemeketa Community College's Scope of Work**

Fund Source: City of McMinnville State American Rescue Plan Act (ARPA)

Funds

### **8212 City of McMinnville Coordination of Sustainable, Localized Workforce Program Goal 2 A: Pre-Apprenticeship and Hospitality Certification Programs**

Issue: Lack of trained workforce to support local businesses impacted by the COVID-19 pandemic.

Strategy: Invest in data-informed workforce development coordination to develop and market sustainable, localized workforce programs such as specialized training, scholarships, apprenticeships, and internships to address the ongoing workforce issues related to the impacts of the COVID-19 pandemic.

#### **Outcomes:**

1. Develop and deliver Pre-apprenticeship and Hospitality Certification programs for up to 80 participants with a focus on underserved and underrepresented Yamhill County community members and for businesses located in the McMinnville city limits.

#### **Deliverables:**

1. Up to 60 participants will complete the Hospitality Certification program by December 31, 2025.
  - i. 30 participants may be high school students in Yamhill County.
  - ii. 30 participants may be dislocated, incumbent, or other workers.
2. Up to 20 participants aged 18 or older will complete the Pre-apprenticeship program by December 31, 2025.

**Cost:** \$146,000

#### **Chemeketa Community College Yamhill Valley Campus (YVC) Proposal:**

Prepared by: Holly Nelson, Paul Davis, Eric Aebi, Fransico Saldivar

COMPLETION TIMELINE: The programs will be completed, and the funds would be fully expended by December of 2025.

PROJECT DESCRIPTION: The concept would be to develop pre-apprenticeship and hospitality certifications programs for Yamhill County participants with job exploration, internships, and potentially job placements for businesses located in the McMinnville city limits. The outreach would focus on underserved and underrepresented community members and businesses that continue to be impacted by the ongoing impacts of COVID-19.

PROGRAM GOALS:

- 1) Develop employer relationships, pay students for internships (needed in today's market or it will be extremely difficult to access students), and train new and incumbent workers.
- 2) The Hospitality Certification Program could serve up to 30 transitioning high school students and up to 30 incumbent or other workers.

Participants could earn up to three (3) certifications:

- Oregon Guest Service Gold
- Oregon Food Handler
- Alcohol Service Permit
- Any of the following
- Certified Front Desk Representative
- Certified Guest Room Attendant
- Certified Maintenance Employee
- Certified Restaurant Server

- 3) The Pre-apprenticeship Program could help up to 20 students develop the knowledge and skills to compete for multiple apprenticeship programs.

Pre-apprentices will take classes and build a portfolio that includes –

- First aid/CPR, National Center for Construction Education and Research (NCCER) Core and Oregon Occupational Safety and Health (OSHA) 10 training certificates
- Trades courses like welding and carpentry
- College credit for the APR 101 Trade Skills Fundamentals class
- Industry certifications like forklift operator and welding
- Obtaining an Oregon driver's license
- Learn about different registered apprenticeship programs
- Participate in construction-related field trips
- Accumulate skills to compete with older apprenticeship applicants
- Receive recognition at graduation
- Develop a comprehensive portfolio and resume

**PARTNERSHIPS:** The McMinnville Economic Development Partnership (MEDP) intends to support these programs by assigning the workforce coordinator and/or other staff to assist with job development, internship coordination, development, and career readiness training / employer relations. MEDP intends to provide community outreach for the programs.

## Exhibit 2: Budget

### Hospitality Certification Program

Category	Item(s)	Details	Cost
Personnel	Instructor/Coordinator	200hrs for instruction and coaching / career readiness	\$10,000.00
Student Support	Field Trip	\$100 per student @60 students	\$6,000.00
Student Support	Clothing	\$200 gift card to slacks, shirt/blouse, shoes @60 student cohort	\$12,000.00
Student Support	Student Certifications	\$500 per student for 3 certifications: <ul style="list-style-type: none"> <li>• Oregon Guest Service Gold</li> <li>• Oregon Food Handler</li> <li>• Alcohol Service Permit</li> <li>• Any of the following</li> <li>• Certified Front Desk Representative</li> <li>• Certified Guest Room Attendant</li> <li>• Certified Maintenance Employee</li> <li>• Certified Restaurant Server</li> </ul>	\$30,000.00
Student Support	Internship Pay	\$800 per student for 40 hr. internship @60 students	\$48,000.00
			<b>\$106,000.00</b>

### Pre-apprenticeship Program

Category	Item(s)	Details	Cost	Fixed/Variable
Personnel	Instructor/Registration	Cost for one instructor for APR 101 delivered at YVC with course registration and advising support	\$12,000.00	Fixed
Instruction	Additional Required Course	Required by BOLI. Either 2 credit Internship or CTE courses in sheet metal, HVAC/R, electronics, welding, automotive, diesel, or drafting or another approved course. \$500/Student @ 20 students	\$10,000.00	Variable based on cohort size
Student Support	Boots/clothing	\$200 gift card to buy boots and clothing. Can be purchased from a local retailer. \$200/Student @20 student cohort	\$4,000.00	Variable based on cohort size
Student Support	Student Tool Kit	\$200 per student for basic hand tools. Can be purchased from a local retailer. \$200/Student @20 student cohort	\$4,000.00	Variable based on cohort size
Student Support	Internship Pay	\$500 per student for 32 hour Internship. \$500 @20 per cohort	\$10,000.00	Variable based on cohort size
Total		Based on a cohort of 20	<b>\$40,000.00</b>	



## Exhibit 3: Reporting Requirements

The Consultant will submit quarterly, annual, and final reports. These reports will be used to document progress and results of the McMinnville Business Recovery and Resiliency Plan. The City will use the reported information to submit data to the Oregon Department of Administrative Services to meet the requirements of the State American Rescue Plan Act (ARPA) program, which is the funding source for the McMinnville Business Recovery and Resiliency Plan.

SAMPLE REPORT:

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# 8212 Project Status Report

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The Consultant will submit quarterly, annual, and final reports. These reports will be used to document progress and results of the McMinnville Business Recovery and Resiliency Plan. The City will use the reported information to submit data to the Oregon Department of Administrative Services to meet the requirements of the State American Rescue Plan Act (ARPA) program, which is the funding source for the McMinnville Business Recovery and Resiliency Plan.

The Consultant will provide **written (typed) electronic reports** submitted to the City's Project Manager. The City has provided report forms and an expenditure spreadsheet for convenience. The reports should be emailed to Jody Christensen at [jody.christensen@mcminnvilleoregon.gov](mailto:jody.christensen@mcminnvilleoregon.gov) on or before the due date.

### **Quarterly Reporting Requirements**

The Consultant will provide **written electronic quarterly reports** submitted to the City's Project Manager.

Report Format: No more than one-page, if not using form provided.

Reports Due: Starting from the point of the contract on or before:

- March 31, 2024
  - June 30, 2024
  - September 30, 2024
  - December 31, 2024
  - March 31, 2025
  - June 30, 2025
-



- 
- September 30, 2025
  - December 31, 2025 (final report)

**Annual Reporting Requirements** The Consultant will provide **annual written electronic project update reports** submitted to the City's Project Manager.

Report Format: No more than three (3) pages, if not using form provided.

Reports Due: Starting from the point of the contract on or before:

- December 31, 2024 (to be combined with Quarterly Report)
- December 31, 2025 (to be combined with Quarterly Report)

**Final Reporting Requirement** The Consultant will provide the **final written electronic report** submitted to the City's Project Manager. This report should include final statements on the work completed.

Format: No more than three (3) pages, if not using form provided.

Due: On or before:

- December 31, 2025 (to be combined with Quarterly Report)

### **Consultant Contact Information**

Project Contact:

Office Phone:

Cell Phone:

Email:

### **Expenditure (attach Project Expenditure Excel Spreadsheet)**

Add summary here, if possible

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#### **The Project Name:**

Overall Status (pick one): **Status**

Type: (choose one) **Quarterly, Annual, or Final Report**

Report End Date: (ex: 03.31.2024)

#### **Status Code Legend**

● On Track: Project is on schedule

● High Risk: At risk, with a high risk of going off track

Progress since last report including project outputs and achieved outcomes.	<ul style="list-style-type: none"> <li>● To add a bullet for any status, on the Home tab, in the Styles gallery, select the name of the status of you need.</li> <li>● To replace any placeholder text (such as this) just tap it and start typing.</li> <li>● Additional status item.</li> </ul>
Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risk to the overall project goals.	<ul style="list-style-type: none"> <li>● Issue No. 1 with mitigation action</li> <li>● Issue No. 2</li> <li>● Issue No. 3</li> </ul>
Milestones achieved this report.	<ul style="list-style-type: none"> <li>● Milestone No. 1</li> <li>● Milestone No. 2</li> <li>● Milestone No. 3</li> </ul>
Milestones planned for the next report.	<ul style="list-style-type: none"> <li>● Milestone No. 1</li> <li>● Milestone No. 2</li> <li>● Milestone No. 3</li> </ul>
Document community outreach/engagement and/or other positive local news stories. Please send attachments (i.e., articles, press releases) if possible.	<ul style="list-style-type: none"> <li>● Ex. Article in the Oregonian</li> <li>● Ex. Women in Business Meeting</li> <li>● Ex. Social media post (in English and Spanish)</li> </ul>

Document how the project is promoting equitable outcomes. <i>(Required for annual report.)</i>	
Document how the project is engaging with the community. <i>(Required for annual report.)</i>	
Areas/questions for discussion with City project manager.	
Report prepared by:	(Name)

**Exhibit 4: City of McMinnville – American Rescue Plan Act (ARPA)  
Contract Addendum**

**Notice:** The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of McMinnville by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of McMinnville, according to the City’s Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

**1. Equal Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Contractor hereby agrees to comply with the following, when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(2) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(4) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.



(5) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(7) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor hereby verifies that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the City of McMinnville. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR



pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**I.** \*Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum\*

**4. Access to Records.** (A) The Contractor agrees to provide the City of McMinnville, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

2. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

**5. Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless



such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. McMinnville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of McMinnville and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in w8. Federal Water Pollution Control Act

(E) (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(F) (2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(G) (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

(H) Federal Water Pollution Control Act

(I) (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(J) (2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

**8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**9. Buy USA - Domestic Preference for certain procurements using federal funds.**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For



purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**10. Procurement of Recovered Materials:** (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

**12. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job

seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

**13. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

**14. Termination**

(a) Termination by the City For Convenience. The City for its convenience, in its sole and absolute discretion, may terminate this Contract:

- (i) if the Contractor has breached any provision of this Contract (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
- (ii) if any representation or warranty made by the Contractor in any Application, this Contract, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

(b) Notice of Termination For Cause. The City shall provide the Contractor with written notice of termination of this Contract, setting forth the reason(s) for termination. The termination of this Contract or any one or more Grants shall be effective as of the date such notice of termination is sent by the City.

(c) Effect of Termination. Upon termination of this Contract, the Contractor shall reimburse the City for all non-accrued and unearned costs and disbursements of the Contract terminated on a schedule to be negotiated in good faith between the City and the Contractor, but in no event more than 60 days from the date of such termination.