



# SANDYNET ADVISORY BOARD MEETING

Thursday, August 21, 2025 at 7:00 PM  
39055 Pleasant St. and via Zoom

## AGENDA

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### TO ATTEND THE MEETING IN-PERSON:

Come to 39055 Pleasant., Sandy, OR 97055

### TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/81562879375>

Or by phone: (253) 215-8782; Meeting ID: 81562879375

### ROLL CALL

### CHANGES TO THE AGENDA

### PUBLIC COMMENT

### APPROVAL OF MINUTES

1. Approval of Minutes

### OLD BUSINESS

2. SandyNet Master Plan Update
3. SandyNet Rate Increase - Staff will provide information about the initial results of the rate increase.

### NEW BUSINESS

4. BEAD Update
5. CBX Construction IGA

### STAFF UPDATES

6. New Facilities Update

## 7. Rural Expansion Update

### ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



# SANDYNET ADVISORY BOARD MEETING

Item # 1.

Thursday, May 15, 2025 at 7:00 PM  
39055 Pleasant St. and via Zoom

## MINUTES

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### TO ATTEND THE MEETING IN-PERSON:

Come to 39055 Pleasant St., Sandy, OR 97055

### TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/86309707694>

Or by phone: (253) 215-8782; Meeting ID: 86309707694

### ROLL CALL

Started at 7:06 PM

#### **PRESENT**

Board Chair Jeremy Pietzold

Board Member Greg Moore

Board Member Blake Horsfall

Board Member Gregory Freetage

Board Member Joe Smith

Board Member Jed Rabe

#### **ABSENT**

Board Member Roxanne Cloutier

### CHANGES TO THE AGENDA

### PUBLIC COMMENT

### APPROVAL OF MINUTES

#### 1. Approval of Minutes

Motion by Board Member Rabe, Seconded by Board Member Moore. Passed Unanimously at 7:12 PM

## **OLD BUSINESS**

2. SandyNet Proposed Ranking System for Rural Expansion  
Board discussed changes to the ranking scale  
Board discussed the usage of weights in the ranking  
Board discussed the attachment of a template that would be used by staff  
Board discussed and asked questions around attaching the ranking information to the master plan  
Board discussed and asked questions about how to update the ranking in the future

## **NEW BUSINESS**

### **STAFF UPDATES**

3. BEAD Update  
Staff discussed the current state of the BEAD program
4. Budget Update  
Staff provided update from the budget committee  
Board discussed briefly the desire for a low-income program

## **ADJOURN**

Adjourned at 7:57 PM.

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.

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<b>Meeting Type:</b>	SandyNet Advisory Board
<b>Meeting Date:</b>	8/20/2025
<b>From:</b>	Gregory Brewster
<b>Subject:</b>	SandyNet Master Plan Update

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## BACKGROUND / CONTEXT:

On August 4, 2025, the City of Sandy City Council unanimously adopted the SandyNet Master Plan along with its amendments for rural expansion. Minutes from the meeting are attached to this staff report.

The master plan along with its attachments are now available online at <https://www.ci.sandy.or.us/sandynet/page/master-plan>.

SandyNet has already begun implementation of the master plan, including a \$7 rate increase to both the business and residential 500Mbps and 1000Mbps plans, setting funds aside for designing a new facility for the department and continuing to replace aging equipment in accordance with the departments equipment recycle plan. Additionally, a new directional drill has been purchased to continue supporting the construction team within the department.

SandyNet has already identified a couple of areas of which it will begin its rural expansion, once it wraps up several construction projects within city limits. Staff have begun the necessary assessments for those locations.

SandyNet continues to work towards finalizing its user agreements and policies as well as other regulatory requirements, mostly involving broadband data and voice compliance.

## LIST OF ATTACHMENTS / EXHIBITS:

- Minutes from the August 4, 2025, City Council Meeting



# CITY COUNCIL MEETING

Monday, August 04, 2025 at 7:00 PM

Virtual via Zoom

## MINUTES

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### PLEDGE OF ALLEGIANCE

### ROLL CALL

#### PRESENT

Mayor Kathleen Walker  
Council President Don Hokanson  
Councilor Chris Mayton  
Councilor Laurie Smallwood  
Councilor Rich Sheldon  
Councilor Kristina Ramseyer  
Councilor Lindy Hanley

### CHANGES TO THE AGENDA

(none)

### PUBLIC COMMENT (3-minute limit)

(none)

### RESPONSE TO PREVIOUS COMMENTS

(none)

### CONSENT AGENDA

1. City Council Minutes: July 21, 2025

#### **MOTION: Adopt the consent agenda**

Motion made by Councilor Sheldon, Seconded by Councilor Mayton.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Mayton, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

**MOTION CARRIED: 7-0**

## OLD BUSINESS

### 2. Policy Adoption: Special Service Contract Program Guidelines

The Deputy City Manager summarized the staff report in the meeting packet. Council discussion ensued on the following topics:

- The Council asked how applicants would be scored if they have no previous record of grant implementation or responsible stewardship of public funds. It was the consensus of the Council that all applicants should receive the full 20 points for this category unless they have an unsuccessful track record of grant implementation.
- The Council sought clarity regarding the required timing of grant reporting, particularly for recipients receiving an alternative funding accommodation. It was noted that two written reports and a presentation to the Council at the end of the biennium is still desired, and that clarity and certainty will be to the benefit of the applicant as well as the Council. Staff responded that additional clarity will be added to the final guidelines.
- It was suggested that application scoring could potentially support equity and inclusion, as well as community engagement. After discussion, it was noted that such initiatives are broader than this particular program and are better addressed through the Council Policies.
- It was noted that the City Council has final discretion in SSCP funding decisions, and that the scoring results from the subcommittee constitute a recommendation to the Council.
- It was noted that all grant recipients must execute a written grant agreement with the City, and that any alternative funding accommodations would be explicitly included in an agreement.

**MOTION: Adopt the 2025-2027 guidelines for the Special Service Contract Program with the following amendments: specify that applicants will receive the full allotment of points under the Grant Track Record category unless they have a unsuccessful track record of grant management; and provide additional specificity regarding the required timing of grant reporting and presentations**

Motion made by Councilor Sheldon, Seconded by Councilor Smallwood.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Mayton, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

**MOTION CARRIED: 7-0**

## NEW BUSINESS

### 3. Plan Adoption: SandyNet Master Plan

The SandyNet Director summarized the staff report in the meeting packet. Council discussion ensued on the following topics:

- Suggestion to strike the work 'political' from the subtitle on page 7 of the ranking system

- Clarification that new connections to the system are made with SandyNet's funds
- Discussion and clarification on staff's approach to determining which new connections are prudent investments:
  - Note that decisions to proceed with new connections are made after careful fiscal consideration
  - Note that the guideline of 12 subscribers per mile is an industry standard
- Emphasis on the importance of ensuring that existing residents are not unduly subsidizing the cost of new connections
- Suggestion that new connections must be evaluated on a case by case basis based on the expected revenue and return on investment, and the availability of capital to invest
- Note that some ranking criteria inherently involve discretion, while some others are purely objective
- Emphasis on staff's intentions to focus expansion on proximity to existing infrastructure, and on areas where multiple connections will be involved to reduce the cost per unit
- Note that existing infrastructure can likely accommodate five more years of system growth before additional main lines would need to be installed
- Agreement on the need to periodically assess the progress of system expansion to ensure guidelines and objectives are being met
- Note that staff will continue to work closely with the SandyNet Advisory Board which will provide oversight and guidance, and that expansion decisions that are complicated or difficult will be brought to the Council for review
- Suggestion that connections costing more than \$4,000 - \$5,000 might be deemed too expensive

**MOTION: Adopt the SandyNet Master Plan with its included addendums and exhibits**

Motion made by Councilor Smallwood, Seconded by Council President Hokanson.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Mayton, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

**MOTION CARRIED: 7-0**

**REPORT FROM THE CITY MANAGER**

- Legislative update from Nellie deVries, including the scheduled special session of the Legislature, possibilities that the Governor may exercise line item veto powers and the process for reallocating vetoed funds, and the City's interest in maintaining the traditional split of gas tax revenue
- Note of the upcoming Library Advisory Board meeting
- Note that the projector used for Starlight Cinema broke, and staff is evaluating potential options for the future
- Update on the current recruitments within the Police Department
- Note that an update for the Council on the status of Council Goals will be delivered soon



**COMMITTEE / COUNCIL REPORTS**Councilor President Hokanson

- Appreciation for the Sandy Night Out event
- Concern about the recent OGEK ruling regarding serial meetings, especially as it may negatively impact the Council's ability to communicate and govern effectively
  - Suggestion that the City should draft a letter to this effect, or support such a communication already being organized by other jurisdictions
  - Note that onboarding new councilors is would be especially difficult given this ruling
  - Staff will send the answers provided by the City Attorney in response to Councilor Hokanson's recent questions to the entire Council

Councilor Hanley

- Thanks to the Police Department and Human Resources for all the work going into the current recruitment processes
- Praise for the Parks and Recreation Department for their work during recent community events
- Acknowledgement of the upcoming National Night Out block parties

Councilor Ramseyer

- Recap of the recent Planning Commission decision regarding the Deer Pointe Park covered basketball structure

Councilor Sheldon

(none)

Councilor Smallwood

- Congratulations to the D31 Foundation on a successful Sandy Night Out event

Councilor Mayton

(none)

Mayor Walker

- Thanks for the staff work on the SSCP program guidelines
- Update on the Library Task Force process and possible opportunities for cost adjustments
- Thanks to the Council President for beginning the meeting
- The Mayor explained her reasoning for postponing the discussion on alternative wastewater systems to the next meeting in order for staff to provide additional analysis and information on the long-term impacts of installing septic or other similar systems, especially in terms of forgoing SDC and utility rate revenue for extended periods of time. She suggested that Councilors should send any questions they might have to the City Manager in advance of the meeting. Concerns were raised by some Council Members about the procedural appropriateness of delaying the second reading of Ordinance 2025-17, the first reading of which was approved at the July 21, 2025 meeting. Council President Hokanson asked for the Mayor's assurances that a second

reading of the ordinance would be on the next regular meeting agenda, regardless of what is scheduled for the next work session. The Mayor stated that the next agenda would be developed in accordance with legal advice. The City Recorder confirmed that the first reading of the ordinance had indeed been approved as presented on July 21, 2025, and the City Attorney stated that he was unaware of any particular requirements about the precise timing of holding a second reading of an ordinance. The Mayor stated that Council Members had expressed confusion about what exactly had been approved on July 21<sup>st</sup>, and that it was of paramount importance that the Council have complete information before approving the second reading of the ordinance.

## **STAFF UPDATES**

Monthly Reports: <https://reports.cityofsandy.com/>

## **ADJOURN**

DRAFT

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<b>Meeting Type:</b>	SandyNet Advisory Board
<b>Meeting Date:</b>	8/20/2025
<b>From:</b>	Gregory Brewster
<b>Subject:</b>	BEAD Update

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## BACKGROUND / CONTEXT:

In March 2025, Clackamas Broadband eXchange (CBX) invited the City of Sandy to jointly file an application to pre-qualify to participate in Oregon's version of the Broadband Equity and Access Deployment (BEAD) program. Pre-qualification was a pre-requisite to qualifying to bid in the upcoming BEAD application. CBX hired a consultant to assist with navigating and submitting the BEAD prequalification paperwork.

Back in March 2025, BEAD was defined as a large pool of funds that were to be handed down to individual States and be awarded to bidders for broadband deployments that were in accordance with rules set by the National Telecommunications and Information Administration (NTIA). Those funds were destined to be used to deploy broadband to unserved areas, or areas that could not achieve 25Mbps download and 3Mbps upload. Those rules favored fiber optic deployments and investments.

Prequalification for Oregon closed in May 2025, and both CBX and SandyNet were officially prequalified to participate in the program. Shortly after the prequalification window closed, the NTIA issued notice that it intended to change its previous rules. The Oregon Broadband Office halted the BEAD program, awaiting new changes to the rules from the NTIA.

When the new NTIA rules were issued, the Oregon program was revised to allow for both satellite and fixed wireless internet providers to participate in the program. An expedited prequalification window was reopened. Other notable changes to the program included the removal of the requirement to service all unserved locations within a block and a larger focus on reducing the cost for each passing. These changes posed serious questions and concerns over the viability of participating in the project, and how to distribute and bring down costs for smaller fiber deployment areas.

Near the end of July, CBX exited the process, and determined that it was no longer viable to participate in the BEAD program, removing the City of Sandy from the process as well.

## KEY CONSIDERATIONS / ANALYSIS:

The drastic changes to the program from NTIA introduced many unknowns and added new risks to the process. CBX and SandyNet attempted to seek reimbursement for areas that were already under consideration and overlapped with BEAD areas, as well as finding smaller deployment areas where costs could become competitive with those at were expected from satellite companies.

The rules also introduced uncertainty towards the level of accountability towards bidders using specific mediums. Specific clarification that would mitigate those risks was not provided, explained or may not have existed prior to CBX's exit from the program.

As more funds were spent on the BEAD application and CBX's prospects of winning an area diminished, the application process became uneconomical for its potential payoff. After the NTIA's rule changes, some major roadblocks were still not removed, which ultimately prevented any possibility of submitting a successful application. It is worth noting that those rules and others were relaxed by the NITA after CBX had exited the application process.

## **CONCLUSION**

While SandyNet Staff are disappointed by the exiting of the program and the changes that were made to the program, it still has many other ventures and avenues both alone and with CBX that will continue to grow its fiber footprint and reach unserved areas. No funds were spent by SandyNet or the City during this process.

## INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF SANDY

THIS AGREEMENT (“Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Sandy (“City”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

### RECITALS

WHEREAS, authority is conferred under ORS Chapter 190 to local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the County desires to contract out work to the City to perform on-call or as needed fiber drop construction and management services for the Colorado and Gunderson Rd Fiber-to-the-home project (“Project”).

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution by both Parties, and shall expire twelve (12) months from the Agreement execution, or as otherwise terminated by the parties.
2. **Scope.** The Parties acknowledge and agree that they have entered into other IGAs involving fiber services. However, this Agreement is limited solely to the Project. Any rights or obligations between the Parties are mutually exclusive from any other existing projects, agreements, or IGAs.
3. **Access.**
  - A. **County ROW.** County permits City and its employees and contractors to access County ROW in connection with City’s completion of the Project.
  - B. **Private Property.** City will be responsible for obtaining all needed easements, rights of entry, or other access agreements needed for the City, and its employees and contractors, to enter onto private property in connection with its performance of the Project.
  - C. **General Access.** All other easements, leases, licenses, franchise authorities, authorizations, or other agreements needed to secure access rights in connection with the performance of this Agreement are the sole responsibility of County.
4. **Rights and Obligations of the City.**
  - A. Upon written request from the County and acceptance by the City, City shall construct the necessary underground fiber-to-the-home infrastructure from County right-of-way (ROW) to the subscriber premises as part of the Project (“FTTH Construction”). The County shall remain the owner of any infrastructure constructed by the City. The City shall be reimbursed for any work that is performed in accordance with Section 6, below. Infrastructure shall be installed per commercially reasonable standards, in a good workmanlike manner, and in accordance with applicable law. Prior to City performing the FTTH Construction, City will consult with County to ensure that the specifications of the infrastructure are compatible with the County’s systems and requirements. Prior to the City performing the FTTH

Construction, the County shall ensure the following construction and installation requirements are satisfied at each property:

- a. A path acceptable to the City is provided from the County infrastructure/ROW to the site demarcation point for service. A path acceptable to the City is provided for the fiber optic cable from the point of entry into the site to the termination panel or CSP (Customer Splice Point) and into the home demarcation that complies with all applicable building, electrical, fire and related codes.
  - b. The City and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, have reasonable ingress and egress into and out of the properties and buildings in connection with the provision and construction of service.
- B. Following construction and County inspection and acceptance of the installation of such infrastructure, the City shall no longer maintain and or repair any FTTH Construction, except as expressly set forth in Section C below.
  - C. City shall be responsible for correcting any FTTH Construction that is defective in workmanship for one (1) year following City's installation thereof. As used herein, "defective" means any work not completed in accordance with County's specifications or applicable law. City shall repair or replace, at its sole cost, any defective FTTH Construction during such time period. City shall not be responsible for future maintenance to the FTTH Construction following such time period.
  - D. The City reserves the right to deny to perform any Project-related work that it considers in its sole discretion to not be in the interest of the City, including but not limited to factors such as: cost, environment, complexity, or safety.
  - E. The City shall not enter any subcontract for any of the work scheduled under this Contract without obtaining the prior written approval of the County.
  - F. The City shall notify the County at least two weeks prior to scheduled vacation or other time away that will result in the City's inability to perform requested work. Notification of time unavailable shall be sent by email to the County's designated liaison.
- 5. Rights and Obligations of the County.**
- A. From time to time, the County may request that the City complete certain FTTH Construction work by a written request setting forth a scope of work, project site(s), project complexities, timelines, and any other necessary information that County believes is needed for City to appropriately assess the FTTH Construction work. City shall review the request and either accept or reject the requested FTTH Construction work. All provisions and covenants contained in said accepted written requests are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and accepted written requests (if any) shall be resolved first in favor of this Agreement.
  - B. The County shall be the owner of all FTTH Construction following successful inspection and acceptance of work.

- C. Upon completion by City of the respective FTTH Construction work, the City shall invoice the County for reimbursement in accordance with Section 6, below. County shall issue payment within 30 days of receiving an invoice.
  - D. County may provide materials or equipment for City to utilize during the project. Any materials or equipment not directly procured by the County shall be approved by County prior to City purchase. County shall reimburse City upon invoice for purchased materials and equipment.
  - E. The County and City shall mutually agree on dates which the respective FTTH Construction work will be performed. Once dates are agreed upon and publicized, they cannot be changed without the written consent of the County.
6. **Consideration.** The maximum amount County may pay City for performing FTTH Construction, from available and authorized funds, shall not exceed the sum of \$120,000. Consideration is on a time and materials basis in accordance with the schedule of fees attached hereto as Exhibit A and incorporated by this reference herein. Because the FTTH Construction is on-call or as-needed, and exact amount of FTTH Construction is unknown, nothing herein shall be construed as a promise by County to pay City the entire \$120,000 authorized by this Agreement.
7. **Representations and Warranties.**
- A. *City representations and warranties:* City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
  - B. *County Representations and Warranties:* County represents and warrants to City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
  - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

8. **Termination.**

- A. The County and City, by mutual written agreement, may terminate this Agreement or any individual accepted request for FTTH Construction work at any time.
- B. Either Party may terminate for its convenience, upon thirty (30) days advance written notice to the other Party. Upon termination for convenience, the terminating Party shall pay the non-terminating Party any undisputed amounts incurred as of the date of notice of termination.
- C. Either the County or City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, or other time as may be agreed between the parties in writing, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the

default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Upon termination for breach, each Party shall have all rights and remedies available to it at law, in equity, or under this Agreement.

- D. The County or City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. Either Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited, or a Party is prohibited from paying for such work from the planned funding source.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

#### 9. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon the negligent or willful acts of City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which City has a right to control.

- 10. **Insurance.** The Parties agree to maintain insurance levels sufficient to cover the obligations agreed to in this Agreement.

#### 11. **Party Contacts**

- A. Duke Dexter or his designee will act as liaison for the County.

##### **Contact Information:**

Duke Dexter  
 121 Library Court  
 Oregon City, Oregon 97045  
[ddexter@clackamas.us](mailto:ddexter@clackamas.us)  
 Fax: 503-655-8255



Greg Brewster or his designee will act as liaison for City.

Contact Information:

Greg Brewster  
39250 SE Pioneer Blvd  
Sandy, Oregon 97055  
[gbrewster@ci.sandy.or.us](mailto:gbrewster@ci.sandy.or.us)  
503-489-0937

- B. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
- C. Any notice required to be provided under this Agreement shall be provided to the Party Contact at the address specified herein. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal.

12. **FEDERAL CONTRACTING REQUIREMENTS.** County intends that all or a portion of the consideration paid to City is eligible for reimbursement by one or more federal agencies. This Agreement is subject to the additional terms and conditions, required by federal law for a federal award, set in Exhibit B, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal reward including, but no limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

13. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of

any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period each Party shall permit the other Parties’ authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
  
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and any debt limitations contained in any City or County charter, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
  
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
  
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties regarding its subject matter. 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 such Party of that or any other provision.
  
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
  
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
  
- J. **Safety and Health Requirements.** Work performed under this Agreement shall comply with all federal Occupational Safety and health Administration (“OSHA”) requirements and with all Oregon safety and health requirements, including those of the State Workers’ Compensation Division.

- K. **Project Information.** The Parties will attempt, in good faith, to jointly agree upon any news or press release related to the Project.
- L. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Assignment.** Neither Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole and absolute discretion. One Party's consent to any assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** The provisions of Sections 7, 9, and 13 (A), (B), (C), (D), (E), (F), (G), (H), (L), (O), (Q), (S), and (T), shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of City's or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, strikes, pandemics, or war.
- S. **Confidentiality.** The Parties and their employees or agents may, in the course of this Agreement, be exposed to or acquire material identified as confidential information. Such information shall be deemed confidential information of the Party identifying it as such ("Confidential Information"). Subject to Oregon public records laws and regulations, the Parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that each Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement or required by law.
- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[Signatures on Following Page]

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**City of Sandy**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

Approved as to Form:

\_\_\_\_\_

**Exhibit A**  
**CBX DROP COSTS FOR CITY OF SANDY CONSTRUCTION**

Note: The costs below do not reflect materials. All materials shall be provided by CBX for SandyNet to install.

<b>Drop Construction</b>	<b>Cost Per Foot</b>
Boring - Drop Rolled Conduit (3/4" – 1")	\$37.00
Boring – Mainline Rolled Conduit (1.25" – 2")	\$42.00
Boring – Drop Rolled Conduit (3/4" – 1") w/CBX Directional Drill	\$23.00
Boring – Mainline Rolled Conduit (1.25" - 2") w/CBX Directional Drill	\$32.00
Trenching – Drop Rolled Conduit (3/4" – 1")	\$17.00
Vault Placement (24x36x24)	\$394.80
Vault Placement (17x30x24 or smaller)	\$354.11

## Exhibit B

### ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means **City of Sandy**, a political subdivision of the State of Oregon, and “County” means **Clackamas County**, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies. This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
  
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
  
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
  
4. During the performance of this Contract, the Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will 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:

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. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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. 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Davis-Bacon Act. If applicable, all transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.
6. Compliance with the Copeland "Anti-Kickback" Act.
  - a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.



- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - c. Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 7. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 8. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
- 9. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 10. Contractor shall comply with 2 CFR Part 180 (including executive orders 12549 and 12689). These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible

under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11. 

Record Retention.

 Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and 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, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to 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. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.  
The Contractor agrees to provide the federal administrator or their authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the approved federal administrator, including the Comptroller General of the United States.
12. 

DHS Seal, Logo, and Flags:

 Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
13. 

Compliance with Federal Law, Regulations, and Executive Orders:

 This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
14. 

No Obligation by Federal Government:

 The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
15. 

Program Fraud and False or Fraudulent Statements or Related Acts:

 Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this

Contract.

16. Contractor will comply with all applicable requirements of 2 CFR 200.216, 2 CFR 200.321, and 2 CFR 200.322.
17. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
18. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above 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. Each tier 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.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification  
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and

that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date