

**INTERAGENCY AGREEMENT**  
**Administration of the**  
**Disadvantaged Business Enterprise Certification Function**  
**Oregon Business Development Department**

This Agreement is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Office of Civil Rights, hereinafter referred to as "ODOT;" and the STATE OF OREGON, acting by and through its Oregon Business Development Department, hereinafter referred to as "OBDD," both herein individually or collectively referred to as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The purpose of this Agreement is to provide Disadvantaged Business Enterprise (DBE) certification services as required under the Code of Federal Regulations (CFR) Chapter 49, Part 26, and ODOT's DBE Program Plan.
3. Definitions:

Oregon Department of Transportation – ODOT  
ODOT Office of Civil Rights – OCR  
Oregon Business Development Department - OBDD  
U.S. Department of Transportation – USDOT  
Federal Highway Administration – FHWA  
Office of Minority, Women, and Emerging Small Business – OMWESB  
Disadvantaged Business Enterprise – DBE

Effective January 1, 2016, OMWESB's name will change to Certification Office for Business Inclusion and Diversity – COBID (HB3303 2015)

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, and as a recipient of USDOT financial assistance, ODOT is required to implement a DBE Program per the requirements of CFR Chapter 49, Part 26 and wishes to retain the services of OBDD to implement the DBE Program certification directive. Payment for said services shall not exceed a maximum amount of \$980,632 in funds available to the state. OBDD shall be responsible for the reporting requirements described in "Exhibit A", attached hereto.
2. As provided under CFR Chapter 49, Part 26, only firms owned and controlled by socially and economically disadvantaged person(s) are to benefit from the DBE Program. ODOT OCR is responsible for ensuring compliance with the federal regulations in the determination

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of a DBE certification. Authority for the ODOT's DBE Certification Component is delegated to OMWESB through this Agreement with OBDD. ODOT retains responsibility to USDOT for ensuring that the certification of DBEs is performed consistent with CFR Chapter 49, Part 26, OCR will perform oversight of the certification process through the audit process. The scope and frequency of the audit and the examiners performing the audit on behalf of ODOT shall be agreed upon in advance by both parties and in accordance with federal USDOT requirements.

3. This Agreement will supersede and replace Agreement No.29613. Agreement No. 29613 will terminate upon execution of this Agreement.
4. This Agreement shall begin on July 1, 2015 and shall terminate on June 30, 2017, unless terminated or extended by an executed amendment to this Agreement.

### OBDD OBGLIGATIONS

1. OBDD shall perform the work described in Exhibit A.
2. OBDD shall keep accurate cost records and shall prepare and submit monthly reports, as described in Exhibit A, directly to ODOT's Project Manager for review and approval. Such reports will be in a form identifying the project, Agreement number, and period of report. These reports shall be submitted to:

Tiffany Hamilton  
ODOT Office of Civil Rights  
355 Capitol Street NE, MS 31  
Salem, Oregon 97301-3871  
[tiffany.hamilton@odot.state.or.us](mailto:tiffany.hamilton@odot.state.or.us)

3. OBDD shall receive one (1) payment of \$81,718 by August 31, 2015, for services provided in July and August and twenty-one (21) monthly payments on the first of each month, beginning on September 1, 2015, in the amount of \$40,859. A final payment of \$40,875 will be paid after ODOT's Project Manager has determined all reporting requirements have been met. Under no conditions shall ODOT's obligations exceed \$980,632, including all expenses. Travel expenses shall not be reimbursed.
4. OBDD agrees to comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, OBDD expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. OBDD shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

6. OBDD certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of OBDD under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind OBDD.
7. OBDD's Program Manager for this Project is Carrie L. Hulse, 775 Summer Street SE, Suite 200, Salem, OR 97301, (503) 986-0063, [carrie.l.hulse@oregon.gov](mailto:carrie.l.hulse@oregon.gov), or assigned designee upon individual's absence. OBDD shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **ODOT OBLIGATIONS**

1. In consideration for the services performed, ODOT agrees to reimburse OBDD by revenue transfer on a monthly basis. ODOT will make one (1) payment of \$81,718 by August 31, 2015, for services performed in July and August, and twenty-one (21) monthly payments on the first of each month beginning on September 1, 2015, in the amount of \$40,859. A final payment of \$40,875 will be paid after ODOT's Project Manager has determined all reporting requirements have been met. Said maximum amount of \$980,632 shall include reimbursement for all expenses. Travel expenses shall not be reimbursed. A Statewide Financial Management Services (SFMS) transfer using transaction code 720/721 to OBDD may be used.
2. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of the current biennial budget.
3. ODOT shall, upon execution of this Agreement, enter the required data into the Oregon Procurement Information Network (ORPIN) per ORS 190.115.
4. ODOT shall provide OBDD monthly reports on Commercially Useful Function (CUF) review failures or other DBE crediting issues.
5. ODOT's Project Manager for this Project is Tiffany Hamilton, Small Business Program (DBE Program) Manager, 355 Capitol Street NE, ODOT Office of Civil Rights, MS 31, Salem, OR 97301-3871, (503) 986-4355, [tiffany.hamilton@odot.state.or.us](mailto:tiffany.hamilton@odot.state.or.us), or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **GENERAL PROVISIONS**

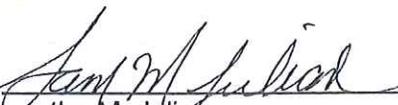
1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. The Parties agree that any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of and activities under this Agreement shall be allocated, as between the state agencies, in accordance with law by Oregon Department of Administrative Services' (DAS) Risk Management, for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party to

this Agreement agrees to notify the DAS Risk Management Division and the other agency in the event it receives notice or knowledge of any claims arising out of the performance of, or the agencies' activities under this Agreement.

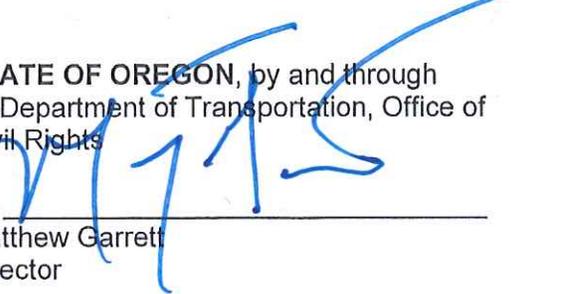
4. The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS 278, and subject to the Oregon Tort Claims Act (ORS 30.260-30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.
5. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its contractors complies with these requirements.
6. The Parties acknowledge and agree that the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties, which are directly pertinent to the specific Agreement for the purpose of performing an audit, or upon demonstration of good cause, as determined at the sole discretion of OBDD, for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
7. 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.
8. This 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**STATE OF OREGON**, by and through its  
**Oregon Business Development Department**

By   
Samantha M. Julian  
Assistant Director

**STATE OF OREGON**, by and through  
its Department of Transportation, Office of  
Civil Rights

By   
Matthew Garrett  
Director

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Date 7-23-15

**OBDD Contact:**

Carrie Hulse  
OMWESB Program Manager  
775 Summer Street SE, Suite 200  
Salem, Oregon 97301  
(503) 986-0063  
carrie.l.hulse@oregon.gov

**ODOT Contact:**

Jeff Towers, HQ Business Manager  
355 Capitol St. NE MS 11  
Salem, Oregon 97301  
(503) 986-3437  
[jeffery.s.towers@odot.state.or.us](mailto:jeffery.s.towers@odot.state.or.us)

With a copy to:

Tiffany Hamilton  
ODOT Small Business Programs Manager  
355 Capitol St NE MS 31  
Salem, OR 97301  
[Tiffany.hamilton@odot.state.or.us](mailto:Tiffany.hamilton@odot.state.or.us)

**EXHIBIT A  
STATEMENT OF WORK**

**OBDD OBLIGATIONS**

1. Shall provide technical assistance to certified firms or firms seeking DBE Certification.
2. OBDD shall maintain a database of firms and shall review and take appropriate action when users of the database identify potentially missing, inaccurate, or otherwise erroneous or confusing data. OBDD shall not be responsible for resolving inconsistencies between the OBDD database and external databases.
3. Shall provide OCR staff the necessary DBE Certification information required to complete federal reports and ODOT data collection upon request.
4. In accordance with CFR Chapter 49, Part 26.83(c)(7)(i), OBDD shall ensure that OMWESB (COBID after January 1, 2016) uses the application form provided in Appendix F of the CFR, without change or revision, for DBE certification.
5. Shall provide OCR DBE Program Manager and other mutually agreed upon OCR staff with access to and training on the B2GNow certification database. OBDD shall require OCR staff to sign user access agreements relating to keeping certain information confidential. The purpose of OCR access to the B2G database is to develop and run reports that include, but are not limited to the following information:
  - a. Number of certified DBE firms
  - b. Numbers of new DBE applications received, approved, or denied (and reason for denial)
  - c. Numbers of DBE certification reviews received, approved, or decertified (and reason for decertification)
  - d. Number of DBE applications past the deadline for receipt of annual affidavit or certification review
  - e. Number of DBE firms withdrawing from certification
  - f. Number of DBE firms decertified (and reason for decertification)
  - g. MAP-21 certification report by ethnicity and gender
  - h. Processing timelines for all DBE applications, new and certification reviews, currently in the system
6. Shall participate in OCR DBE staff training when available.
7. Shall coordinate participation in DBE Certification workshops and other outreach events with OCR.
8. Shall review the monthly OCR CUF failure report and evaluate whether a firm's CUF failure may affect the firm's eligibility to continue certification.
9. Shall submit to the OCR DBE Program Manager the following documentation on each DBE certification upon request:

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- Copy of letter of determination
- Copy of site visit

10. Shall notify the OCR DBE Program Manager in writing within ten (10) business days of any of the following:

- Certification challenge
- Any appeal notice or request for a hearing/review of a DBE decertification or denial of certification and any subsequent final decision notice by OMWESB (COBID) or the USDOT, as applicable.

**GENERAL PROVISIONS**

1. ODOT and OBDD mutually agree to review the charge assessed to ODOT for DBE certification prior to December 15, 2016, for the 2017-2019 biennium.