

**Exhibit F - OPDC Contract Terms Addendum for Executive Branch Transition**

The following terms apply to the Contract, as amended.

- 1. Order of Precedence.** In the event of any conflict between the terms of the Contract less this Exhibit F, and the terms of this Exhibit F, the terms of this Exhibit F will prevail.
- 2. Jurisdiction; Venue.** Any action or suit brought by the parties relating to this Contract must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS. In no way may this section or any other term of this Contract be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.
- 3. Recyclable Products Requirement.** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the legal services described in this Contract.
- 4. Prompt Payment Requirements. Contractor shall:**
  - 4.1.** Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the legal services provided for in the contract.
  - 4.2.** Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - 4.3.** Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- 5. Termination for Lack of Funding.** Nothing in this Contract may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OPDC's payment for amounts due after the last calendar day of the current State of Oregon biennium is contingent upon OPDC receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow OPDC, in the exercise of its reasonable administrative discretion, to continue to compensate Contractor. OPDC may immediately terminate this Contract upon written notice if OPDC fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by OPDC's budget or spending plan and OPDC determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Contract.
- 6 Funds Available and Authorized.** Contractor will not be compensated for legal services performed under this Contract by any other agency or department of the State of Oregon. OPDC believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within its biennial appropriation or limitation. Contractor understands and agrees that OPDC's payments under this Contract are contingent on OPDC receiving appropriations, limitations, or other expenditure authority sufficient to allow OPDC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
- 7 Contractor's Compliance with Tax Laws.**
  - 7.1** Contractor must, throughout the term of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

**7.2** Any violation of this subsection constitutes a material breach of this Contract. Further, any violation of Contractor's warranty in section 13.6 of this Exhibit F, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, also constitutes a material breach of this Contract. Any violation shall entitle OPDC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

**7.2.1** Termination of this Contract, in whole or in part;

**7.2.2** Exercise of the right of setoff, or garnishment, if applicable, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

**7.2.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OPDC shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract.

**7.2.4** These remedies are cumulative to the extent the remedies are not inconsistent, and OPDC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**8 Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Contract, and Contractor's failure to comply constitutes a breach entitling OPDC to terminate this Contract or any Contract for cause.

Further, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

**9 Anti-Discrimination.** If the payments under this Contract exceed or are anticipated to exceed \$150,000, and the Contract is not the result of a procurement under ORS 279B.070, 279B.080, or 279B.085, then Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during the entire Contract term. Contractor's failure to maintain such policy and practice constitutes a breach entitling Agency to terminate this Contract for cause.

**10 Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Amendment, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OPDC under this Contract or any Contract or any other provision of law.

**11 Indemnity.** Related to Contractor's requirement to indemnify OPDC and the state of Oregon, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interest of, the State or its officers, employees and agents prior to such action or representation.

The State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time.

Contractor's obligation to pay for all costs and expenses include those incurred by the State in assuming its own defense and that of its officers, employees, or agents.

**12 Disclosure of Social Security Number.** Contractor shall provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

**13 Representations and Warranties:** Contractor represents and warrants to OPDC that:

**13.1** Contractor is not an "officer," "employee," or "agent" of OPDC, as those terms are used in ORS 30.265;

**13.2** Contractor is not in arrears in the payment of any monies due and owing the State of Oregon, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and will not become so during the Term of the Contract;

**13.3** Contractor has no undisclosed liquidated and delinquent debt owed to the State or any agency, board, commission, department or division of the State;

**13.4** Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the legal services, and Contractor's provision of the legal services shall not violate any such law, ordinance, regulation or order;

**13.5** To the best of Contractor's knowledge, Contractor's performance under this Contract creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Contract;

**13.6** Contractor (to the best of Contractor's knowledge), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:

**13.6.1** All tax laws of this State, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318;

**13.6.2** Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any legal services performed by Contractor;

**13.6.3** Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

**13.6.4** Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**14 Certification.** The individual signing on behalf of Contractor certifies under penalty of perjury that: **(1)** the undersigned is authorized to act on behalf of the Contractor, and **(2)** Contractor is not, to the best of the undersigned's knowledge, in violation of any Oregon Tax Laws described in ORS 305.380(4).