



RESOLUTION NO. 7272

A RESOLUTION AUTHORIZING EXECUTION OF AN UPDATED INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION AND OREGON BUSINESS DEVELOPMENT DEPARTMENT TO PARTNER IN THE ADMINISTRATION OF THE DISADVANTAGED BUSINESS ENTERPRISE UNIFIED CERTIFICATION PROGRAM

WHEREAS, the Disadvantaged Business Enterprise (DBE) program requirements in Title 49 CFR Part 26, Section 81 require that state recipients of federal transportation funds establish a single process to certify businesses owned by socially and economically disadvantaged individuals to administer the DBE Unified Certification Function; and

WHEREAS, ODOT is responsible for ensuring compliance with the federal regulations in the determination of a DBE certification; and

WHEREAS, OBDD is the sole agency authorized to certify enterprises as DBE eligible to perform on public contracts in the state of Oregon; and

WHEREAS, the City receives funding for federal transportation functions and activities and is required to comply with 49 CFR §26.81, Requirements for a Unified Certification Program (UCP); and

WHEREAS, the intergovernmental agreement (IGA) defines the roles and responsibilities of ODOT, OBDD, and other state federal-fund recipients, including the City of Albany, that guide the partnership for the UCP; and

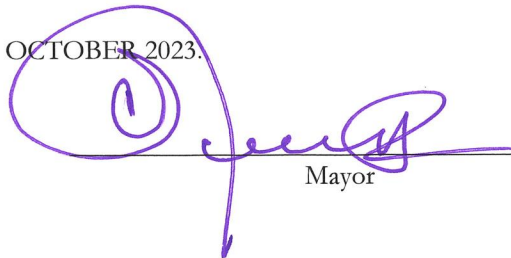
WHEREAS, the City conducts a review of the City's DBE Policy and goals every three years and incorporates revisions for compliance with 49 CFR Part 26; and

WHEREAS, the terms of the agreement states the parties will cooperate and coordinate the administration of the DBE certification function for a period of five years; and

WHEREAS, the previous agreement was established by OBDD and ODOT in October 2017, and a revised IGA was executed by these parties in November 2022, effective for the next five years.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council approve the revised IGA, Attachment A, and authorize the public works director to execute the agreement with ODOT and OBDD for five years to assist with the administration of the DBE UCP, as provided in the IGA.

DATED AND EFFECTIVE THIS 25TH DAY OF OCTOBER 2023.

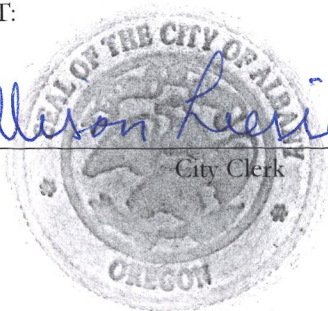


Mayor

ATTEST:



City Clerk



**Intergovernmental Agreement
Administering the Disadvantaged Business Enterprise
Unified Certification Program**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," the State of Oregon, acting by and through its Oregon Business Development Department, hereinafter referred to as "OBDD," referred collectively as "State;" and cities, counties or local partners signing onto this Agreement, hereinafter referred to as "Agency" or "Agencies," all herein referred to individually as "Party" and collectively as "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 Disadvantaged Business Enterprise ("DBE") program requirements set out in Title 49 United States Code of Federal Regulations ("CFR") § 26.81 (2003) require that all State Agencies receiving federal transportation funds establish a single Unified Certification Process ("UCP") to certify businesses owned by socially and economically disadvantaged, or historically marginalized, individuals as "DBEs". 49 CFR § 26.81 requires that all such state agencies of federal transportation funds sign an agreement establishing the UCP and submit same to the U.S. Secretary of Transportation.
3. As provided in 49 CFR § 26, only firms owned and controlled by socially and economically disadvantaged person(s) are eligible for the DBE Program. The ODOT Office of Civil Rights ("OCR") is responsible for ensuring compliance with the federal regulations in the determination of DBE certification and will act in the capacity of Lead Department for coordinating program participation of the Agencies hereunder. ODOT is responsible to the United States Department of Transportation ("USDOT") for assuring certification of DBEs is performed consistent with 49 CFR § 26.
4. As provided under ORS 200.055(5), OBDD is the sole state agency authorized to certify DBEs as eligible to perform on public contracts in this state. Pursuant to ORS 200.055, the OBDD herein delegates authority for administration of the Oregon UCP DBE Certification Component to its Certification Office for Business Inclusion and Diversity ("COBID").
5. Pursuant to ORS 183.341, OBDD has adopted certification procedures for DBEs under Oregon Administrative Rule ("OAR") 123-200.

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The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. Partnership.

- a. ODOT, OBDD and Agency agree to cooperate and coordinate the administration of DBE certification services as required under 49 CFR § 26.
- b. This Agreement defines the roles and responsibilities of ODOT, OBDD and Agency to continue participation in the UCP. The collective effort of the Parties is hereinafter referred to as the “UCP Partnership” or “Partnership.”

2. Funding.

- a. Each Party shall be responsible for funding their own duties and obligations under this Agreement, unless the Parties allocate funding duties or obligations differently amongst themselves by entering into a separate funding agreement.

3. Exhibits Attached and Incorporated.

- a. This Agreement includes the following exhibit, which is attached and incorporated into this Agreement by reference:
 - Exhibit TCD –Terms, Conditions and Definitions

4. Order of Precedence.

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) All other Exhibits,
- 4) Any other attachments,

This provision survives termination of the Agreement.

5. **Term of Agreement; Effective Date.** The term of this Agreement shall begin upon the date all required ODOT and OBDD signatures are obtained. This Agreement shall terminate for all Parties 5 years from the initial date of execution, including Agencies who join the Partnership at a later date.

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6. **Termination.**

- a. Any Party may terminate its participation in this Agreement by providing at least 30 calendar days written notice to the other Parties.
- b. Upon mutual agreement of ODOT and OBDD, either ODOT or OBDD may terminate this Agreement effective upon delivery of written notice to all Parties, or at such later date as may be established by ODOT or OBDD; or under the following condition:
 - i. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
- c. Upon mutual agreement of ODOT and OBDD, either ODOT or OBDD may terminate any Agency or all Agencies participation in this Agreement effective upon delivery of written notice to said Agency or Agencies, and under any of the following conditions:
 - i. If Agency or Agencies fail(s) to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency or Agencies fail(s) to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- d. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.

8. **No Third Party Beneficiaries.** ODOT, OBDD and Agencies 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. This provision survives termination of the Agreement.

9. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by both ODOT and OBDD, and all necessary approvals have been obtained. Such waiver, consent, modification or change,

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if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.

10. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to each Party's Project Manager, and Agencies Contact Representative, at the physical address or email address set forth on the signature page(s). Any notice so addressed and mailed becomes effective 5 days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply).
11. **Severability.** The Parties 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 shall 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. This provision survives termination of the Agreement.
12. **Counterparts.** This Agreement may be executed in several counterparts 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.
13. **Integration.** This Agreement and attached exhibit 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.
14. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

MUTUAL PARTIES OBLIGATIONS

1. As provided under ORS 200.055(5) the Parties mutually agree that all DBE certification decisions by COBID shall be binding on all recipients of federal transportation funds within Oregon.

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2. The Parties mutually agree to have open and regular communication on matters concerning the UCP and DBE certification. Matters of concern to all Parties include, but are not limited to, process time, staffing, budget, certification issues, directory maintenance and changes in the UCP.
3. The Parties shall cooperate in the administration of the USDOT required UCP, striving for the most efficient use of individual Agency resources in carrying out the UCP.
4. The Parties agree that all certifications shall be pre-certifications, i.e., certifications that have been made final before the due date for bids or offers on a contract in which a firm seeks to participate as a DBE.
5. The Parties mutually agree to notify and make available (via email) to all Parties of the Partnership, any communication to or from the USDOT and respective state or federal agencies regarding DBE certification.
6. The Parties agree to work in partnership during federal audits and performance reviews, this may include but is not limited to, sharing of reports, small business data or holding meetings to work through audit or performance review requirements needed for compliance.
7. The Parties shall not exclude certified DBE firms from participation; deny benefits; or otherwise discriminate against any firms in connection with the award and performance of any contract governed by 49 CFR § 26 on the basis of any federally or state protected class.
8. The Parties shall not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishments of the objective of this program with respect to individuals of any federally or state protected class.

AGENCIES OBLIGATIONS

1. Each Agency shall designate a representative to attend semi-annual UCP Partnership meetings and any special sessions. In-person, virtual or attendance by teleconference is acceptable. Semi-annual meetings occur in the summer (July or August) and the fall (October or November). OBDD will provide all Agencies reasonable notice of the meeting.
2. Agencies shall list their named representative and contact information to this Agreement on their individual Agency Signature Page, and shall notify ODOT's Project Manager of any contact information changes via email, within 5 business days of said change during the term of this Agreement.
3. Agencies agree that ODOT is the Lead Department for the Partnership.
4. Agencies shall notify OBDD and COBID of any DBE certification issues affecting DBE eligibility for participation in federally assisted projects. OBDD agrees to respond to any requests

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associated with this Agreement within 10 calendar days, unless additional time is requested and mutually agreed upon at the time of request. Agencies shall promptly notify OBDD and COBID of complaints received relating to DBE certification or program administration.

ODOT OBLIGATIONS

1. As Lead Department for this Agreement, ODOT will:
 - a. Notify and advise OBDD and Agencies of any change in federal law, USDOT regulation, and changes to ODOT's DBE Program Plan document.
 - b. Notify OBDD and Agencies of training programs relevant to DBE certification function and procedures.
 - c. Review OBDD's COBID determination in any third-party complaints that challenge a DBE's certification status or eligibility.
 - d. Provide ongoing DBE certification expertise, oversight, and conduct process reviews when required.
 - e. Perform annual audits of DBE certification files.
 - f. Assist OBDD in conducting appeals challenging DBE certification decisions, this may include but is not limited to, notifying COBID in writing of any certification issues affecting any DBE's eligibility for participation on federally-assisted projects, or of received relating to DBE certification or program administration
2. ODOT will notify OBDD of any DBE certification issues affecting DBE eligibility for participation on federally-assisted projects.
3. ODOT will promptly notify OBDD of complaints received relating to DBE certification or program administration.
4. ODOT's Project Manager is Deponker Mukherjee, DBE Program Manager, ODOT – Office of Civil Rights, 800 Airport Road SE Salem, OR 97301; phone 971-283-4636; email diponker.mukherjee@odot.oregon.gov, or assigned designee upon absence. ODOT shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

OBDD OBLIGATIONS

1. ODOT and OBDD shall ensure that COBID has sufficient resources and expertise to carry out the requirements of 49 CFR § 26.81.
2. OBDD will promptly notify Agencies regarding any changes in state rules, regulations, statutory proposals or amendments conflicting with federal guidelines in DBE certification.

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3. OBDD will not be required to process an application for certification from a firm having its principle place of business outside the State of Oregon, if the firm is not already certified by the UCP in the state in which it maintains its principal place of business.
4. OBDD will share its information and documents concerning DBE applicants with other certifying state agencies that are considering the firm's application.
5. OBDD will maintain a DBE certification database and directory.
6. OBDD will provide Agencies with all necessary DBE certification information required to complete federal reports and data collection.
7. OBDD will follow all certification procedures and standards prescribed in 49 CFR § 26.
8. OBDD will cooperate fully with ODOT in the oversight, review, and monitoring activities of the USDOT and its operating administrations, and implement USDOT's directives and guidance concerning certification matters.
9. OBDD will act in accordance with 49 CFR § 26.83(k). As provided under ORS 200.055(5) COBID may make decisions on applications for certification within 90 calendar days of receiving all information required from the applicant firm. This review period may be extended once, for no more than 60 calendar days, upon written notification to the applicant firm, explaining fully and specifically the reasons for the extension.
10. Subject to Oregon Public Records Law, ORS 192.410 to 192.505, OBDD may not release any information that may be reasonably construed as confidential business information to any third party without the written consent of the DBE applicant, including any and all information not publicly available.
11. OBDD will submit to ODOT the following documentation on each DBE certification within 7 calendar days of receipt of ODOT's written request:
 - a. Copy of letter of determination.
 - b. Copy of site visit.
12. OBDD will notify ODOT and Agency within 7 calendar days upon receipt of written request from ODOT, local agency, or interested party, of any of the following:
 - a. De-certification or denial of DBE certification;
 - b. Third-party challenge;
 - c. Closures or cancellations of any DBE certifications due to a firm's failure to file an annual no-change affidavit; or
 - d. Any withdrawals of DBE certification applications.
13. OBDD will participate in DBE staff training.

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- 14. OBDD will coordinate participation for DBE certification workshops with Agencies, this may include but is not limited to securing a workshop location, inviting attendees, drafting agenda, presenting information, and providing additional required resources.
- 15. OBDD will provide technical assistance to firms seeking DBE certification, this may include but is not limited to, assistance in filling out forms, gathering required documentation, and identifying firm net worth and ownership.
- 16. OBDD’s Project Manager for this Project is Carrie L. Baxandall, Program Manager- COBID, 775 Summer Street SE, Suite 200, Salem, OR. 97301; phone 971-301-1271; email carrie.baxandall@biz.oregon.gov, or assigned designee upon individual’s absence. OBDD shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

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
Business Development Department

By _____
Chris Cummings , Assistant Director
Economic Development Division

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By Angela M. Crain
Angela M. Crain, Office of Civil Rights Manager

Date 11/16/2022

OBDD Contact:

Carrie L. Baxandall
Program Manager
OBDD – COBID Section
775 Summer Street SE, Suite 200
Salem, OR 97301
971-301-1271
carrie.baxandall@biz.oregon.gov

ODOT Contact:

Diponker Mukherjee
DBE Program Manager
ODOT Office of Civil Rights
800 Airport Road SE
Salem, OR 97301
971-283-4636
diponker.mukherjee@odot.oregon.gov

Note: The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation’s Procurement Office at phone #503-986-2710 or OPOAdmin@odot.oregon.gov.

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- 14. OBDD will coordinate participation for DBE certification workshops with Agencies, this may include but is not limited to securing a workshop location, inviting attendees, drafting agenda, presenting information, and providing additional required resources.
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- 16. OBDD’s Project Manager for this Project is Carrie L. Baxandall, Program Manager- COBID, 775 Summer Street SE, Suite 200, Salem, OR. 97301; phone 971-301-1271; email carrie.baxandall@biz.oregon.gov, or assigned designee upon individual’s absence. OBDD shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

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
Business Development Department

By **Chris Cummings**
Chris Cummings , Deputy Director
Economic Development Division

Date 11/14/2022

OBDD Contact:
Carrie L. Baxandall
Program Manager
OBDD – COBID Section
775 Summer Street SE, Suite 200 Salem,
OR 97301
971-301-1271
carrie.baxandall@biz.oregon.go

STATE OF OREGON, by and through
its Department of Transportation

By _____
Angela M. Crain, Office of Civil Rights Manager

Date _____

ODOT Contact:
Diponker Mukherjee
DBE Program Manager
ODOT Office of Civil Rights
800 Airport Road SE
Salem, OR 97301
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EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party with respect to which any other Party may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which ODOT or OBDD is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), ODOT or OBDD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the other Party or Parties in such proportion as is appropriate to reflect the relative fault of ODOT or OBDD on the one hand and of the other Party or Parties on the other hand, singularly or in combination, in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT or OBDD on the one hand and of the other Party or Parties on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT or OBDD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT or OBDD had sole liability in the proceeding.
3. With respect to a Third Party Claim for which any other Party or Parties are jointly liable with ODOT or OBDD (or would be if joined in the Third Party Claim), the other Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT or OBDD in such proportion, singularly or in combination, as is appropriate to reflect the relative fault of the other Party or Parties on the one hand and of ODOT or OBDD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the other Party or Parties on the one hand and of ODOT or OBDD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each other Party's contribution amount in

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any instance is each capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

DISPUTE RESOLUTION BETWEEN ODOT AND OBDD:

1. ODOT and OBDD agree that any tort liability claim, suit, or loss resulting from or arising out of either ODOT or OBDD's performance of any 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. ODOT and OBDD agree to notify the DAS Risk Management Division and the other state agency in the event it receives notice or knowledge of any claims arising out of ODOT's or OBDD's performance of, or activities under, this Agreement.
2. ODOT and OBDD 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). ODOT and OBDD agree to accept that coverage as adequate insurance of the other state agency with respect to personal injury and property damage.

OREGONBUYS (State's Electronic Procurement System)

State (ODOT) shall, upon execution of this Agreement, enter the required data into its Electronic Procurement System, per ORS 190.115.

RECORDS

The Parties acknowledge and agree that State, 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 making audit, examination, excerpts, and transcripts for a period of 6 years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS

1. 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.

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Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.

2. All Parties shall perform the services under this Agreement as independent contractors 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.
3. Agencies understand and agree that they are not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and individual Agency or Agencies that arise(s) from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCIES HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree 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, as amended, 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.

**Unified Certification Program Agreement
Agency Signature Page**

The Unified Certification Program process is developed and implemented by the Oregon Department of Transportation and the Oregon Business Development Department. Agency recognizes the UCP program as the authorizing process for certification, certification review, and de-certification of firms in the Disadvantaged Business Enterprise Program for the State or Oregon, as required by 49 CFR § 26.81.

Information regarding the Disadvantaged Business Enterprise Program and certification can be found at this link:
<https://www.oregon.gov/biz/programs/COBID/Pages/Frequently-Asked-Questions-%26-Answers.aspx>

[Print Agency name here: _____] Agency, by execution of this Agreement, hereby acknowledges that its signing representative(s) have reviewed the UCP process and agree to be bound by the terms and conditions of Agreement No. PO-73000-00011634 titled "Administering the Disadvantaged Business Enterprise Unified Certification Program".

Agency has executed this Agreement by its duly authorized representative(s) as of the final date of the signature(s) below:

Agency Signature	Date	Title
Second Agency Signature (if required in Agency's process)	Date	Title
Agency Counsel (if required in Agency's process)	Date	Counsel's Title

Name & Title of Agency Contact Representative: _____

Address: _____

Phone: _____

E-mail: _____

Agency must send the fully signed Unified Certification Program Agreement Signature Page, including Agency Contact Representative information, as an email attachment to the following:

- ODOT Procurement Office at intergovernmental.agreements@odot.oregon.gov
- ODOT Project Manager for this Agreement, as listed in ODOT Obligations, paragraph 4.

Agreement number PO-73000-00011634 must be referenced in the email subject line.