



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

October 17, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 3 to the Intergovernmental Agreement Between
Water Environment Services and Clackamas County
For Facilities Management and Maintenance

| | |
|--|--|
| Purpose/Outcomes | Approval of Amendment No. 3 to the Intergovernmental Agreement Between Water Environment Services and Clackamas County for facilities management and maintenance. |
| Dollar Amount and Fiscal Impact | The Agreement proposes an annual not to exceed value of \$300,000 with a total not exceed amount of \$900,000 for the full term of the contract. |
| Funding Source | FY18/19 – FY 20/21 WES Budget as approved. No general fund dollars. |
| Duration | The Agreement ratifies all work occurring from the previous agreements expiration of June 30, 2018 and would continue until June 30, 2021. |
| Previous Board Action/Review | Board approved original Intergovernmental Agreement – 051514 VIII. 1. Amendment 1 approved – 060916 IV. 1 & 2 Amendment 2 approved – 072717 V. 1 & 2 |
| Counsel Review | This IGA was reviewed and approved by County Counsel on July 31, 2019. |
| Strategic Plan Alignment | 1) This Agreement supports the County's goal of building trust through good government by supporting efficient use of funds and resources. 2) The Agreement supports WES's strategic goal of investment in Infrastructure Strategy and Performance. Specially, our Plant Operations and Maintenance goal of increasing the percentage of WES Maintenance activities that will be planned efforts to address performance deficiencies or enhancements. |
| Contact Person | Jeff Jorgensen, 503-557-6414, Greg Eyerly, 503-557-2802 |
| Contract No. | N/A |

BACKGROUND:

In 2014, Clackamas County Service District No. 1 ("CCSD#1"), the Tri-City Service District ("TCSD") (collectively "Districts") and Clackamas County ("County") entered into an Intergovernmental Agreement for Facilities Management and Maintenance ("Agreement") for an annual total of \$270,000 that covered all the facilities excluding pump stations within the two Districts. The Agreement was amended and extended in June of 2016, and scope negotiated for an annual contract amount of \$200,000.

In 2016, the Districts renewed the Agreement, including an updated scope that added the Training Center modular trailer at the Tri-City Water Resource Recovery Facility and the chemical building locker room and facility lunchroom at the Kellogg Creek Water Resource Recovery Facility for the receipt of services. These additions increased the annual agreement by \$10,000 for a total contract amount of \$210,000. The Agreement also clarified that Water Environment Services had assumed the duties of TCSD under the Agreement.

Amendment 2 of the Agreement expired June 30, 2018. This Amendment ratifies all work performed since that date pursuant to the terms of the Agreement and extends the term of the Agreement to June 30, 2021. The Scope of Work is increased to improve clarity, increase coordination, and improve procurement efficiencies for shared service needs while reserving the rights of Water Environment Services to utilize outside resources for work described in the Scope, if necessary. These additions increased the annual agreement by \$90,000, for a total contract amount of \$900,000. The Agreement also clarifies that Water Environment Services has assumed the duties of TCSD and CCSD#1 under the Agreement.

RECOMMENDATION:

Finance-Facilities Management and WES staff recommends the Board of County Commissioners of Clackamas County, approve the Amendment No. 3 to the Intergovernmental Agreement between Water Environment Services and Clackamas County for Facilities Management and Maintenance.

Respectfully submitted,



Christa Bosserman Wolfe
Finance Director

**AMENDMENT No. 3
TO THE INTERGOVERNMENTAL AGREEMENT
WATER ENVIRONMENT SERVICES
AND CLACKAMAS COUNTY FOR
FACILITIES MANAGEMENT AND MAINTENANCE**

This AMENDMENT NO. 3 to the INTERGOVERNMENTAL AGREEMENT (this “Amendment No. 3”) is made and entered into on the ____ of _____, 2019, by and between WATER ENVIRONMENT SERVICES, an intergovernmental partnership formed under ORS Chapter 190 (“WES”), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon (“County”), for providing facilities management and maintenance services, hereinafter referred to as the “Services.”

WHEREAS, the County, Clackamas County Service District No. 1 and the Tri-City Service District entered into that certain Intergovernmental dated May 15, 2014 for providing facilities management and maintenance services (the “Agreement”); and

WHEREAS, Water Environment Services (“WES”) assumed ownership over the contracts and assets of the Tri-City Service District as of July 1, 2017, and over the contracts and assets of Clackamas County Service District No. 1 as of July 1, 2018; and

WHEREAS, the parties have continued to perform under the conditions of the Agreement after the expiration of the Agreement’s term on June 30, 2018; and

WHEREAS, the parties desire to ratify the work completed since the expiration of the original Agreement term and continue the arrangement with a modified scope of Services by extending the term of the Agreement, modifying Exhibit A and increasing the maximum compensation contained therein;

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

1. Water Environment Services assumed all obligations under this Agreement on behalf of the Tri-City Service District as of July 1, 2017 and on behalf of Clackamas County Service District No. 1 as of July 1, 2018. All references to the Tri-City Service District, Clackamas County Service District No. 1 or “Districts” in the Agreement between the parties shall be replaced with Water Environment Services or WES.

2. To reflect an extension of the term, the Agreement’s Paragraph 2.1 is hereby replaced in its entirety with:

2.1 Term. Unless earlier terminated, this Agreement shall commence July 1, 2018 and remain in full force and effect until June 30, 2021.

3. To reflect a change in the Scope, the Agreement’s Exhibit A is hereby replaced in its entirety with the following, which shall be effective as of July 1, 2018:

See Exhibit A attached hereto and incorporated therein.

4. Add the following language to the end of Article 1, Section 1 Scope of Services:

At any time, County is unable to provide services requested by WES under this Agreement within a necessary timeframe, WES reserves the right to utilize outside resources for said work, as it deems necessary and expedient, within WES' sole discretion. WES agrees to notify County in a timely manner of any change in services requested. Notwithstanding the above, WES agrees to provide 90 days' notice prior to discontinuing the use of County services for landscaping or janitorial work. The parties may review and update Exhibit A annually to ensure an accurate description of the services to be provided by the County. Any changes that increase the total maximum compensation allowed under this Agreement shall occur through the amendment process specified in Section 4.8.

5. To reflect an increase in the total annual compensation by \$90,000, the Agreement's Article 3.1 is hereby replaced in its entirety with:

3.1 Compensation. WES agrees to pay the County an amount not to exceed THREE HUNDRED THOUSAND and 00/100 Dollars (\$300,000.00) annually in accordance with the Scope of Services, with a total not to exceed amount of NINE HUNDRED THOUSAND and 00/100 Dollars (\$900,000.00) for the term established in this Amendment No. 3. Notwithstanding anything else to the contrary herein, no changes in the not-to-exceed amount shall be made without prior written approval of WES. The costs shall be apportioned to WES based on the scope and frequency of services provided by the County. The exact level of compensation for services performed during fiscal year 2018-2019 shall be determined after the parties evaluate the detailed accounting provided in section 3.2.2 of this Agreement.

6. To reflect a shift from monthly billing to quarterly, Section 3.2.1 is replaced in its entirety with the following:

3.2.1 The County shall provide quarterly invoices to WES. WES shall pay quarterly payments to County within thirty (30) days of WES' receipt of the quarterly invoice. The County shall maintain detailed billing records and such records shall be available to WES for audit and copying. No interest shall be paid on disputed amounts.

7. The parties acknowledge that work has been completed since the expiration of the Agreement term on June 30, 2018, and hereby ratify all work occurring during that time that was performed pursuant to the terms of the Agreement.

8. WES and the County ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

WATER ENVIRONMENT SERVICES:

Chair

Date

CLACKAMAS COUNTY:

Chair

Date

Recording Secretary

EXHIBIT A – SCOPE OF SERVICES

As of Oct. 17, 2019, the scope of services shall be limited to maintenance and the facilities management of the three facilities identified below. The scope of services does not include the costs associated with any capital improvements to any facility.

WATER ENVIRONMENT SERVICES

TRI-CITY WASTEWATER TREATMENT PLANT - ADMINISTRATION AND WATER QUALITY LABORATORY BUILDINGS, TRAINING CENTER MODULAR TRAILER

- Facilities overhead
- Select security system product updates
- Security system repairs & maintenance
 - process buildings upon request
 - security fencing, perimeter and gates
- Janitorial
- Janitorial paper products
- General building maintenance supplies
- Building repairs & maintenance
 - including but not limited to electrical systems and lighting (interior and exterior)
- Plumbing repairs & maintenance
- HVAC repair & maintenance
- Painting, cleaning and sealing – interior and exterior
- Grounds maintenance (hard scape)
- Landscape
- Vandalism/graffiti removal & repair
- Work as requested. Additional project costs not included in the allocated budget

KELLOGG CREEK WATER RESOURCE RECOVERY FACILITY - ADMINISTRATION BUILDING, CHEMICAL BUILDING (INCLUDING LOCKER ROOM AND LUNCHROOM)

- Facilities overhead
- Select security system product updates
- Security system repairs & maintenance
 - process buildings upon request
 - security fencing, perimeter and gates
- Janitorial
- Janitorial paper products
- General building maintenance supplies
- Building repairs & maintenance
 - including but not limited to electrical systems and lighting (interior and exterior)
- Plumbing repairs & maintenance
- HVAC repair & maintenance
- Painting, cleaning and sealing – interior and exterior
- Grounds maintenance (hard scape)
- Landscape
- Vandalism/graffiti removal & repair
- Work as requested. Additional project costs not included in the allocated budget

HOODLAND

- Select security system product updates
- Security system repairs & maintenance
 - process buildings upon request
 - security fencing, perimeter and gates
- Work as requested. Additional project costs not included in the allocated budget.

BORING

- Work as requested. Additional project costs not included in the allocated budget.

82ND DRIVE BRIDGE (GLADSTONE & OREGON CITY BRIDGE)

- Vandalism/graffiti removal & repair
- Work as requested. Additional project costs not included in the allocated budget.

PUMP STATIONS

- Work as requested. Additional project costs not included in the allocated budget.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Purchase of Annual Technical Support Services from Oracle America, Inc.

| | |
|--|---|
| Purpose/ Outcomes | To authorized continued software support services for the County finance and human resource software. |
| Dollar Amount and Fiscal Impact | \$348,356.02 |
| Funding Source | 747-0228-00-437231 |
| Duration | September 30, 2019 to September 29, 2020 |
| Previous Board Action | Approval of original contract in 1998 and subsequent annual renewals thereafter. |
| Strategic Plan Alignment | Build Public Trust through Good Government |
| Counsel Review | 10/8/19 |
| Contact Person | George Marlton, x5442 |

BACKGROUND:

In 1998, the County purchased licenses and technical support services from PeopleSoft USA, Inc. for its Enterprise Resource Planning and Human Resources Information Management software. Subsequently, Oracle America, Inc. purchased PeopleSoft USA along with the County’s contract. To continue receiving software maintenance services for the software, the County pays an annual technical support service fee. The current technical support service term expired on September 29, 2019 and the County would like to continue the services for an additional annual term.

The original procurement process contemplated the license fees and the ongoing technical support services, therefore an additional procurement process is not required. This request is to obtain the Board’s approval for expenditure authority for a new one year continuation of services.

County Counsel has reviewed and approved the documents associated with the transaction.

RECOMMENDATION:

Staff recommends the Board of County Commissioners authorize the Chief Procurement Officer to execute any necessary contracts required to continue technical support services with Oracle America, Inc. for an additional annual term.

Respectfully submitted,

Chief Procurement Officer

Placed on the Agenda of _____ by Procurement and Contract Services