



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 15, 2019

Board of Commissioners
Clackamas County
Members of the Board:

A Board Order Adopting the Vacation of a Portion of an Alley in Carver

Purpose/Outcomes	Vacates a portion of an alley in Carver
Dollar Amount and Fiscal Impact	Application and processing fee received.
Funding Source	N/A
Duration	Upon execution; permanent vacation.
Previous Board Action	N/A
Strategic Plan Alignment	Grow a Vibrant Economy
Counsel Review	Reviewed and approved by County Counsel on 08/05/19
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

This particular 20 foot wide alley, was dedicated in the plat of Carver, Plat No. 419, August 7, 1917, Clackamas County Plat Records. The alley has been improved by adjoining owners and predecessors in title and the petitioner while making improvements to petitioner's parking lot. The petitioner has generously granted perpetual ingress and egress easements to two adjoining property owners that would otherwise be resigned to have to gain access to their property through much of the only just improved alley.

The 118 foot long portion to be vacated contains approximately 2,360 square feet of right-of-way that serves no public need and is not a benefit to the traveling public. Access to adjoining properties and area traffic flow will not be affected by vacating this portion of alley right of way.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

A portion of the alley to be vacated lies within the City of Happy Valley. In accordance with ORS 368.326(1) an Intergovernmental Vacation Proceeding, as outlined in ORS 368.361, will

be followed. The City of Happy Valley has approved the vacation on June 16, 2019 by resolution 19-14 and concurs with the County governing body in the vacation procedure.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation. This road vacation does not violate any portion of Clackamas County Code 7.03.095 (4).

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of a portion of alley right of way in Carver, Plat 419.

Sincerely,

Douglas Cutshall

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of the Vacation of a
portion of an alley in Carver,
situated in Section 18,
T.2 S., R.3E., W.M.
Clackamas County, Oregon



Board Order No. _____

Page 1 of 2

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.351, a petition has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of a portion of an alley in Carver, described as follows:

All of that portion of an alley, situated in the southwest ¼ of Section 18, T.2 S., R.3E., W.M., and the Plat of Carver, Plat No. 419, Clackamas County Plat Records, lying one foot east of and, between, the southerly projection of the east line of Lot 4, Block 4, of said plat and, one foot west of the southerly projection of the east line of Lot 7, Block 4, of said Plat, depicted on attached Exhibit "A", and by this reference made a part hereof.

Whereas the Board having read said petition and report from the County Road Official, attached hereto and incorporated herein as Exhibit B, and having determined the vacation of the above described portion of roadway to be in the public interest; and,

Whereas Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation, provided all utility rights be reserved; now therefore,

Whereas the City of Happy Valley has concurred with the County's findings in this matter, by Resolution number 19-14 on June 16, 2019,

NOW, THEREFORE, IT IS HEREBY ORDERED that the attached Exhibit A described portion of alley, containing, 2,360 square feet, more or less, be vacated; and,

IT IS FURTHER ORDERED that rights for all existing utilities within the vacated road, be reserved. Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires, or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. In addition, rights are reserved to access, maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of the Vacation of a
portion of an alley in Carver,
situated in Section 18,
T.2 S., R.3E., W.M.
Clackamas County, Oregon



Board Order No. _____

Page 2 of 2

IT IS FURTHER ORDERED, that this Order and attached Exhibits A and B be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

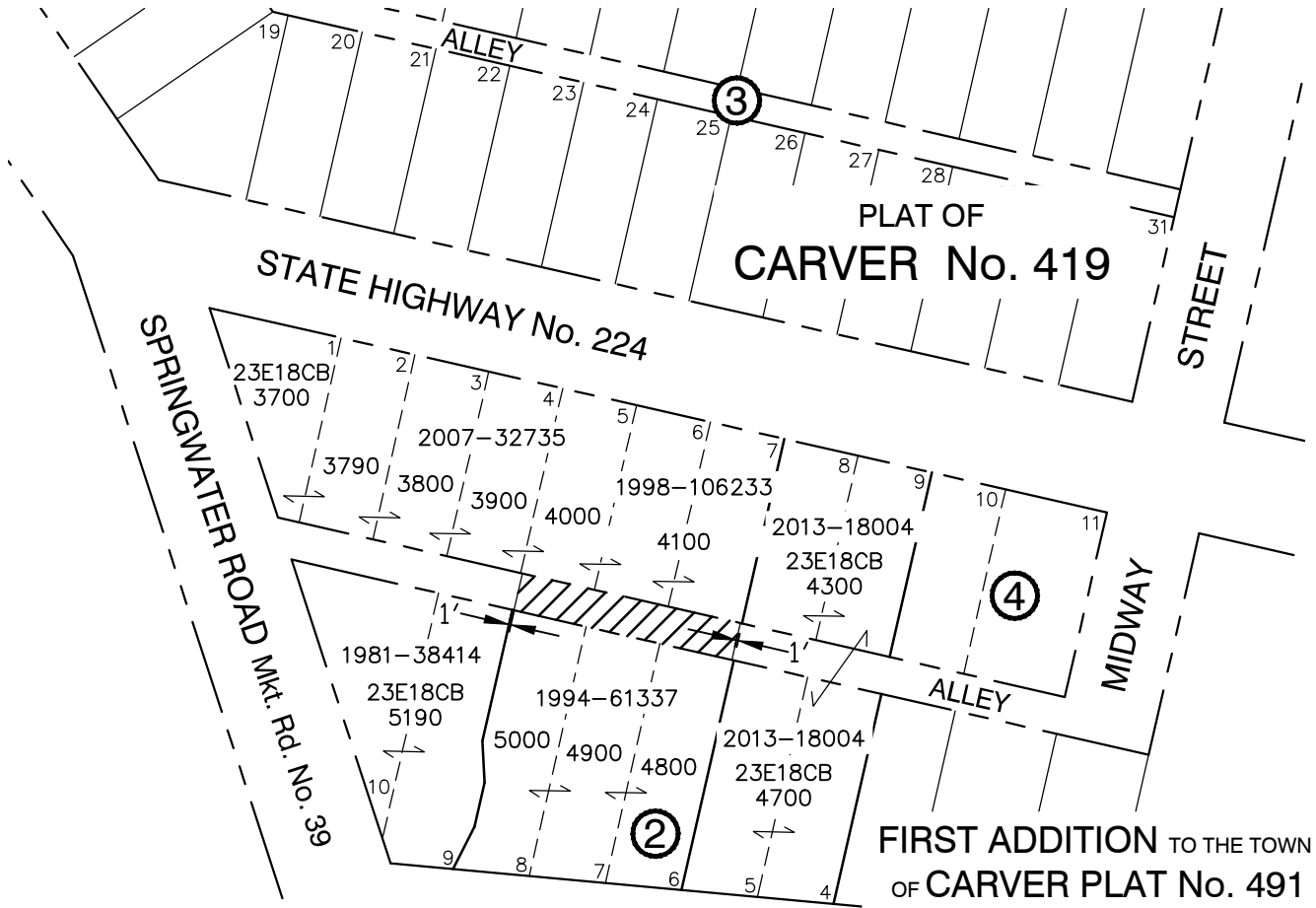
ADOPTED this _____ day of _____, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SITUATED IN THE SW¹/₄ OF
SECTION 18, T.2S., R.3E., W.M.



LEGEND



VACATED AREA
2,360 Sq. Ft.



SCALE 1" = 100'

EXHIBIT B

MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: April 18, 2019

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF AN ALLEY IN CARVER**

LOCATION: A portion of an alley , situated in the SW1/4 of Section 18, T.2 S., R.3 E., W.M. and Carver, Plat No. 419.

FACTS AND FINDINGS: A 20 foot wide alley was dedicated in the plat of Carver, Plat No. 419, August 7, 1917, Clackamas County Plat Records. The alley has been improved by adjoining owners, their predecessors in title, and the petitioner while making improvements to petitioner's parking lot. The petitioner has generously granted perpetual ingress and egress easements to two adjoining property owners whose access would otherwise limited to the only just improved alley.

The 118 foot long portion to be vacated contains approximately 2,360 square feet of right-of-way that serves no public need and is not a benefit to the traveling public. Access to adjoining properties and area traffic flow will not be affected by vacating this portion of alley right of way.

The Petition to Vacate under ORS 368.341 has been filed, with the determined fee, and, pursuant to ORS 368.351, contains the acknowledged signatures of 100 percent of all private property owners of private property proposed to be vacated and 100 percent of all owners of property abutting the public property proposed to be vacated . All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

A portion of the alley to be vacated lies within the City of Happy Valley. As such, the vacation will be in accordance with ORS 368.326. This vacation shall not become effective until the City of Happy Valley by resolution or order concurs with the County governing body in the vacation procedure.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation providing that rights are reserved for existing utilities, if any.

After considering traffic impacts, fiscal impacts, and social impacts, it appears to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed when there is acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.

**CITY OF HAPPY VALLEY
RESOLUTION 19-14**

CARVER ALLEY SEGMENT STREET VACATION – RESOLUTION OF SUPPORT

WHEREAS, Per ORS 368.361(3) when a road or public property to be vacated lies in county jurisdictions within a city, each jurisdiction can choose to conduct separate vacations or concur by resolution or order, with the findings of the county governing body; and,

WHEREAS, the City of Happy Valley has reviewed the materials submitted by Clackamas County regarding the proposed vacation of the portion of the alley illustrated in EXH A; and,

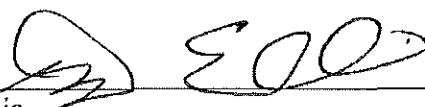
WHEREAS, the City Council finds no reason not to support the proposed alley segment vacation which will benefit the property/business owner located in the city limits; and,

WHEREAS, the City Council supports the notion of having a single Board Order satisfy the vacation request (versus having two public hearings).

NOW THEREFORE, THE CITY OF HAPPY VALLEY RESOLVES AS FOLLOWS:

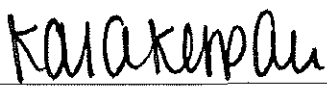
Section 1. The City of Happy Valley City Council supports the proposed vacation of a portion of the alley by Board Order per the provisions of ORS.368.361(3).

Resolution 19-14 is enacted by the City Council of the City of Happy Valley, this 16th day of June, 2019.



Tom Ellis
Mayor

ATTEST:



Kara Kerpan
City Recorder



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 15, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Granting of a PGE Utility Easement

Purpose/Outcomes	Granting an easement to Portland General Electric Company for the installation of electric transmission and communication facilities to power a new reader board sign at the entrance of the Aquatic Center on Harmony Road.
Dollar Amount and Fiscal Impact	N/A
Funding Source	No funding is tied to this request.
Duration	Permanent acceptance upon execution.
Previous Board Action	N/A
Strategic Plan Alignment	Building strong infrastructure Ensuring safe, healthy and secure communities
County Counsel Review	Reviewed and approved by County Counsel on 08/05/19
Contact Person(s)	Sharan Hams-LaDuca, DTD Sr. Right of Way Agent @ 503-742-4675

The North Clackamas Parks and Recreation District (NCPRD) is installing an electric powered reader board sign at the entrance to the Aquatic Center on SE Harmony Road. Currently there is no power at this location. Portland General Electric (PGE) will install a power pole at this location and extend power transmission lines from the north side of Harmony Rd. The property upon which the reader board sign will be located is owned by Clackamas County and an easement for PGE's facilities is therefore needed. The easement is described in Exhibits B and C of the attached PGE Utility Easement.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve and authorize the Chair to execute the attached permanent utility easement to Portland General Electric for the purpose of installing power at the site of the new sign.

Sincerely,

Sharan Hams-LaDuca



After Recording Please Return To:
Portland General Electric Company
Attn: Property Services
121 SW Salmon Street, 3WTC0406
Portland, Oregon 97204-9951

Grantor's Mailing Address:
Clackamas County
Property Resources
150 Beaver Creek Rd
Oregon City, OR 97045

(Space above this line for Recorder's use)

Grantor: **Clackamas County**
Grantee: **Portland General Electric Company**
APN/APN2: **22E05 00100 / 00432044**

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **CLACKAMAS COUNTY**, a corporate body politic, ("**Grantor**") hereby grants, bargains, and conveys to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, perpetual easement and right-of-way for the purpose of transmission, distribution, and sale of electricity and communication and related appurtenances (the "**Easement**") over, under, upon, through and across the real property situated in Clackamas County, Oregon as further described in Exhibit "A" attached hereto (the "**Property**").

The Easement will encumber a strip of land more particularly described in Exhibit "B" and depicted in Exhibit C attached hereto and therefor made a part hereof, (the "**Easement Area**").

As used herein, the term "**Systems**" shall include a variable number of wires, circuits, and all appurtenances, equipment, structures, poles, guys, anchors, transformers, and facilities as Grantee deems necessary or convenient for the operation and maintenance of such Systems and for the purpose of transmission, distribution, and sale of electricity and communication.

Grantee's Rights. Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, remove, and enlarge one or more Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee's rights under the Easement, doing all such acts or things on the Easement Area, and all works necessary or appurtenances

ancillary, and the right of ingress to and egress from, along and upon said Easement Area. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee's rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. If Grantee fails to use the Easement for the purposes described herein for a period of two (2) consecutive years, this Easement may be terminated by Grantor; provided Grantor provides Grantee written notice of Grantor's intent to terminate the Easement for non-use and Grantee fails to provide Grantor with written notice that Grantee is using the Easement within ninety (90) days of Grantee's receipt of Grantor's notice. If Grantor terminates this Easement in accordance with the preceding sentence, and upon written request, Grantee will promptly deliver to Grantor in recordable form any document reasonably required to remove this Easement from the record of title to the subject property.

Grantor's Use. Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. Grantee specifically acknowledges that other utilities currently located underground in the Easement Area, do not and will not conflict with Grantee's rights under this Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

Grantor Representations and Warranties. Grantor represents and covenants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

Required Actions/Necessary Documents. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.**

Liabilities. In no event shall Grantee be liable to Grantor or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from Grantee's sole, joint or concurrent negligence.

Applicable Law/Costs and Attorney Fees. This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located. In the event that either party finds it necessary to enforce any right under this Easement, the prevailing party shall be entitled to all reasonable costs and attorney's fees incurred in enforcing such rights. Such sums shall be in addition to all other sums provided by law.

Entire Agreement. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto, and for all current and future damages, injuries, and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall run with the Property and shall be binding on Grantor and shall inure to the benefit of Grantee, and Grantee's successors, and assigns, as well as the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities. The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the _____ day of _____, 20____.

GRANTOR:

CLACKAMAS COUNTY

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as CHAIR of THE **CLACKAMAS COUNTY BOARD OF COMMISSIONERS** and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 20____.

Notary Public

My commission expires: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

Parcel 5 of Partition Plat Number 2006-003.

EXHIBIT B

July 9, 2019

Page 1 of 1

PGE UTILITY EASEMENT

A parcel of land, as shown on attached Exhibit "C", lying in the Northwest One-Quarter of the Northeast One-Quarter of Section 5, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Parcel 5 of Partition Plat No. 2006-003, Clackamas County Survey Records, said parcel also being a portion of that tract of land as described by Bargain and Sale Deed to Clackamas County, a corporate body politic, recorded April 28, 2015 as Document No. 2015-024404, Clackamas County Deed Records, said parcel being more particularly described as follows:

COMMENCING at a found 5/8 inch iron rod with yellow plastic cap inscribed "Clackamas County DTD", said iron rod being located on the northerly right-of-way line of SE Harmony Rd at Station 136+55.78 PC, per Record of Surveys recorded as SN 23425 and SN 2018-216, Clackamas County Survey Records;

Thence S16°26'54"E, 60.00 feet to the Point of Curvature on the south right-of-way line of said SE Harmony Rd per said SN 23425 and SN 2018-216;

Thence S73°33'06"W, along said south right-of-way line, 48.95 feet to the TRUE POINT OF BEGINNING;

Thence leaving said south right-of-way line S16°40'08"W, 75.28 feet to a point 63.05 feet southerly when measured at right angles to said south right-of-way line;

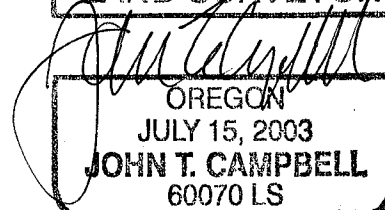
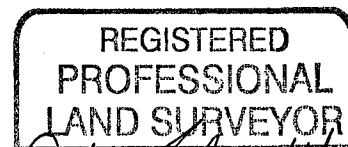
Thence S73°33'06"W, parallel with said south right-of-way line, 15.60 feet to a point;

Thence N16°26'54"W, 63.05 feet to a point on said south right-of-way line;

Thence N73°33'06"E, along said south right-of-way line, 56.73 feet to the TRUE POINT OF BEGINNING.

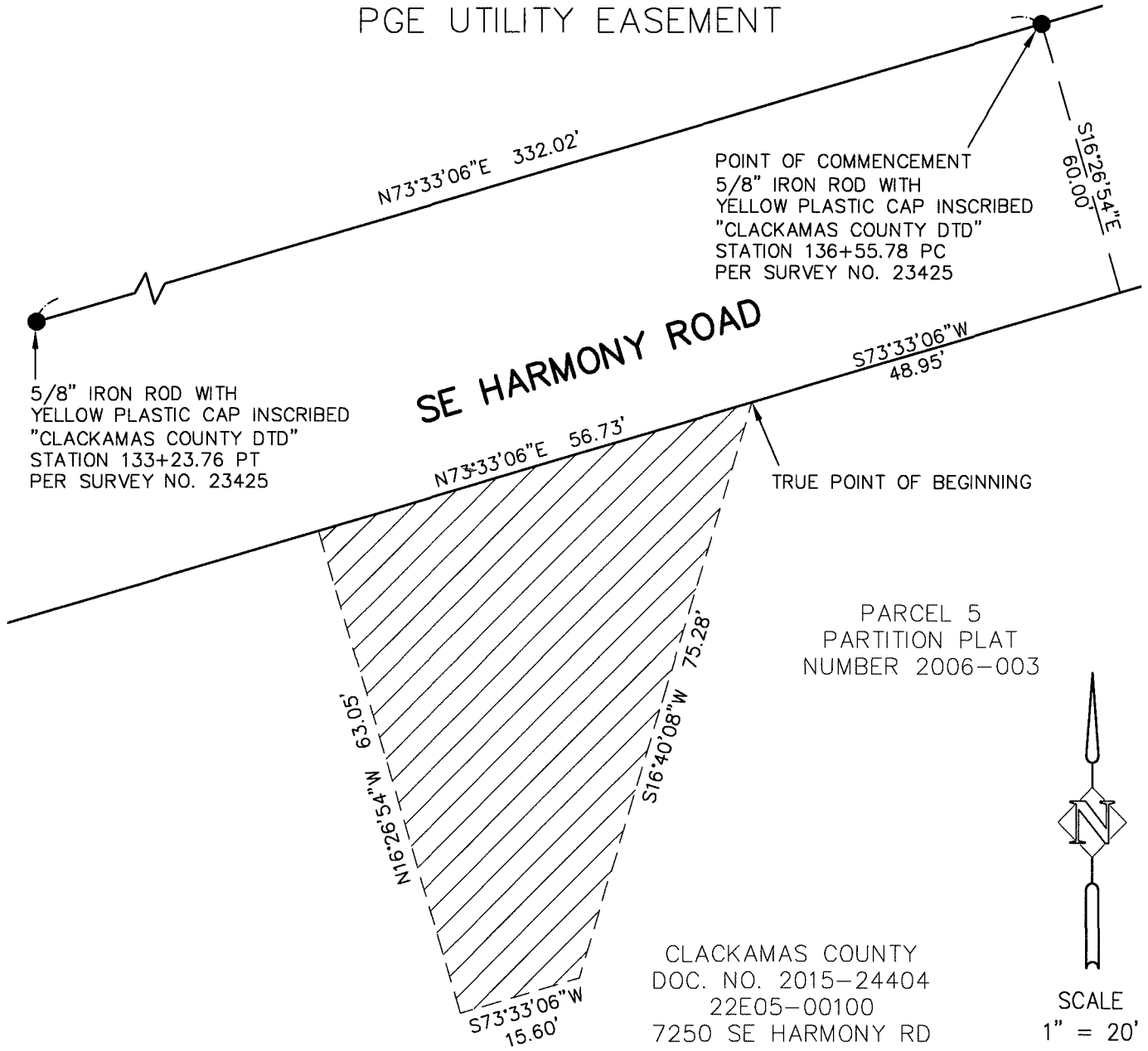
The parcel of land to which this description applies contains 2,280 square feet more or less.

This legal description and the basis of bearings thereof is based on Record of Survey SN 2018-216, Clackamas County Survey Records. The north right-of-way line of SE Harmony Rd was held to be N73°33'06"E per said SN 2018-216 as measured between found 5/8 inch iron rods with yellow plastic caps inscribed "Clackamas County DTD" at stations 133+23.76 PT and 136+55.78 PC set per said SN 23425, Clackamas County Survey Records.



EXPIRES: 12-31-19

EXHIBIT "C"
PGE UTILITY EASEMENT

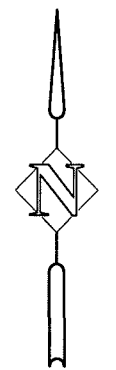


5/8" IRON ROD WITH
YELLOW PLASTIC CAP INSCRIBED
"CLACKAMAS COUNTY DTD"
STATION 133+23.76 PT
PER SURVEY NO. 23425

POINT OF COMMENCEMENT
5/8" IRON ROD WITH
YELLOW PLASTIC CAP INSCRIBED
"CLACKAMAS COUNTY DTD"
STATION 136+55.78 PC
PER SURVEY NO. 23425

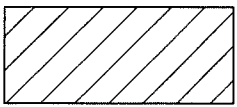
PARCEL 5
PARTITION PLAT
NUMBER 2006-003

CLACKAMAS COUNTY
DOC. NO. 2015-24404
22E05-00100
7250 SE HARMONY RD



SCALE
1" = 20'

LEGEND



PGE UTILITY EASEMENT
± 2,280 SQ.FT.

SEE ATTACHED
LEGAL DESCRIPTION



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171
CLA-92 JTC 07/09/2019 PAGE 1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Accela Replacement Renewal Order Form and Relinquishment

Purpose/Outcomes	This Order Form and Relinquishment establishes pricing for 2019 to 2024 for the annual maintenance related to the user licenses necessary to operate the Accela permitting software program. This agreement also relinquishes licenses for software functionality no longer used by the county.
Dollar Amount and Fiscal Impact	The total cost for 5 years is \$525,718.50, with the cost per year detailed below. This order form locks in pricing for 5 years, allowing the users of DTD, WES, Public Health and BCS to better manage ongoing maintenance costs. FY 2019/2020 - \$99,021.48 FY 2020/2021 - \$101,992.13 FY 2021/2022 - \$105,051.89 FY 2022/2023 - \$108,203.45 FY 2023/2024 - \$111,449.55 Additionally, by relinquishing licenses for unused software functions, the County will save \$309,962.95 over the 5 year agreement.
Funding Source	Annual maintenance fees are paid by the divisions and work groups using the Accela software product. The distribution of costs is based upon the number of users from each workgroup and is adjusted annually to reflect changes in licensing. For DTD workgroups, these maintenance costs are paid for using development permit fees.
Duration	The Order Form is active upon execution, and will be in effect until June 28, 2024.
Previous Action	6/28/2011: The BCC approved entering into an agreement to upgrade the County's existing Permits Plus software system to Accela Automation Land Management. This contract included renewals and previous licensing maintenance orders were established based upon the original contract.
Counsel Review	Reviewed by County Counsel on July 30, 2019
Strategic Plan Alignment	Build public trust through good government; Grow a vibrant economy; Ensure safe, healthy and secure communities; and Customer service and satisfaction.
Contact Person	Cheryl Bell, Assistant Director of Development, Department of Transportation & Development, 503-742-4748

BACKGROUND

The Department of Transportation and Development (DTD), and our partners in WES, BCS and Public Health, use Accela Automation permitting software as the primary software system for creating, routing, processing, approving and issuing permits throughout various development operations. This software also facilitates the calculation and collection of permit fees for a majority of these customers. The Accela Automation software is fully integrated throughout the development process, with DTD and WES using the software database as the central storing house for development-related permit information, and Public Health using the system to approve permits related to their work. DTD has been utilizing Accela software in various iterations since the mid-1990s.

Ongoing use of Accela is secured through the payment of annual maintenance fees related to the user licenses needed to operate the software program. The attached pricing agreement outlines pricing for the next 5 years, ensuring the pricing for annual maintenance is locked in to these agreed upon rates until 2024.

Additionally, as part of this agreement DTD also took the opportunity to relinquish licenses for functionality within the software that the department no longer uses. (Accela Mobile Office has been replaced by the use of application based products, and the GIS module of the software is no longer used by the department). Release of these unused licenses resulted in a total savings over the 5 year agreement of \$309,962.95.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve this Accela Replacement Renewal Order Form and Relinquishment.

Respectfully submitted,

Cheryl Bell
Assistant Director of Development
Department of Transportation and Development

Placed on the BCC Agenda _____ by Purchasing

County of Clackamas, OR

REPLACEMENT Renewal Order Form and Relinquishment

June 26, 2019

Becky O'Brien
Sr. Operations Analyst, Renewals
Phone: (925) 359-3334
Email: robrien@accela.com

Software and Services

Annual Maintenance

Item Number	Description	Quantity	Unit Price	Ext. Price
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0361	\$ 13,923.08
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 672.5605	\$ 70,618.85
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 2,895.9100	\$ 14,479.55
	Renewal Term: 6/29/19 - 6/28/20		Total:	\$ 99,021.48
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0371	\$ 14,340.77
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 692.7373	\$ 72,737.42
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 2,982.7880	\$ 14,913.94
	Renewal Term: 6/29/20 - 6/28/21		Total:	\$ 101,992.13
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0383	\$ 14,770.99
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 713.5194	\$ 74,919.54
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 3,072.2720	\$ 15,361.36
	Renewal Term: 6/29/21 - 6/28/22		Total:	\$ 105,051.89
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0394	\$ 15,214.12
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 734.9250	\$ 77,167.13
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 3,164.4400	\$ 15,822.20
	Renewal Term: 6/29/22 - 6/28/23		Total:	\$ 108,203.45
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0406	\$ 15,670.54
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 756.9728	\$ 79,482.14
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 3,259.3740	\$ 16,296.87
	Renewal Term: 6/29/23 - 6/28/24		Total:	\$ 111,449.55
			Subtotal:	\$ 525,718.50
			Tax:	\$ -
			Grand Total:	\$ 525,718.50

This Order Form for Clackamas County, OR ("Customer") reflects Customer's relinquishment of ninety (90) total GIS licenses and fifty-five (55) Mobile Office licenses effective 6/29/2019. Customer's total license count for GIS and Mobile Office following 6/29/2019 will be zero (0).

Order Detail	
General Information	
Customer Contact	Diedre Landon, Administrative Services Manager
Customer Address	150 Beavercreek, Oregon City, OR 97405
Governing Agreement(s)	<p>This Order Form will be governed by the agreement entered into by and between the parties on June 23, 2011 ("Governing Agreement"), which is comprised of the following documents: the Government Contracting Addendum, Accela Services Agreement, Scope of Work for Accela Implementation, Accela Licensing Agreement, and Insurance Certificates.</p> <p>To the extent not otherwise included in the Governing Agreement, the provisions of the Oregon Public Contracting Code, ORS 279B.045 through ORS 279B.235, if applicable, are hereby incorporated by this reference herein.</p>
Term(s):	06/29/19 - 06/28/24
Order Terms	
Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> - Software Licenses & Subscriptions start on the date of delivery by Accela; - Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> - Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Subscriptions renew after signature of a purchase order by the Customer. - Any Software Licenses or Hardware are one-time, non-refundable purchases. - Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). - Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<ul style="list-style-type: none"> - This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form. - In the event of an inconsistency between this Order Form, the Governing Agreement, purchase order, or invoice, the Governing Agreement, as amended, should govern. - For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality. - For the avoidance of doubt and as stated on page 2 of this Order Form, Customer hereby relinquishes ninety (90) GIS licenses and fifty-five (55) Mobile Office licenses effective 6/29/2019. Customer's total license count for GIS and Mobile Office following 6/29/2019 will be zero (0).
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued per the governing terms.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Special Payment Terms	None unless otherwise specified in this section.

Accounts Payable Contact Information (Required)			
First Name		Last Name	
Title			
Phone Number			
Email Address:			
Billing Address			
Delivery Address			
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need			
Signature Section (Required)			
Vendor	AccelaDocuSigned by:	Customer	County of Clackamas, OR
Signed By	<i>Dennis R. Michalis</i> 56C2716C41B4461...	Signed By	
Date	7/31/2019	Date	
Title of Authorized Signatory	Chief Revenue Officer	Title of Authorized Signatory	
Name (Print) of Authorized Signatory	Dennis R. Michalis	Name (Print) of Authorized Signatory	
Additional Signatures Section (Optional)			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference (Optional)			
<p><u>If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Accela copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</u></p>			PO# (If required):