



**Cheryl Bledsoe, Director
Department of Communications**

Communications and Emergency Operations Center
2200 Kaen Road, Oregon City, OR 97045

STAFF REPORT

June 3, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

House Bill 5042: County Communication Infrastructure Grant Program

Purpose/Outcomes	Sign contract with ODF for acquisition of remote dispatching kits
Fiscal Impact	Will receive up to \$298K in reimbursement from ODF
Contact Person	Cheryl Bledsoe, C-COM Director (971) 284-3091

BACKGROUND:

On April 13th, C-COM received a notice from County Disaster Management regarding a very short notice communication grant opportunity through the Oregon Department of Forestry (ODF), relating to House Bill 5042 which appropriated money for the biennium ending June 30, 2021 in the amount of \$1,500,000.

Due to the abbreviated funding cycle, one-page grant applications were due on April 23rd and were submitted by Clackamas County Disaster Management to ODF. Two applications were submitted by C-COM for remote dispatching kits (value \$74,500 each for \$149K total) and by C800 Radio Group for VHF radio equipment (value \$186,250).

Both CCOM and C800 were notified of selection on 5/5/21 and received a copy of the CCOM contract from ODF on 5/25/21. ODF decided to provide CCOM with \$298K towards the procurement of four (4) remote dispatching kits to support future evacuations.

The procurement window is very tight as all equipment must be received by June 30, 2021. CCOM has open contracts with existing vendors which should aid in meeting these procurement timelines.

CCOM will participate in the supplemental budget process in June with Finance to be prepared to expend and request reimbursement for use of these funds within the grant timelines.

RECOMMENDATION:

CCOM requests county signature on the ODF grant forms for acceptance of these grants.

Sincerely,

Cheryl Bledsoe,
C-COM Director

Oregon Department of Forestry
HB 5042 Communications Infrastructure - Grant Agreement
Reimbursement Request

Grantee Organization:	Clackamas County - CCOM
Grantee Address:	2200 Kaen Road Oregon City, OR 97045
Grantee Phone:	971-284-3091
Grantee Contact:	Cheryl Bledsoe cbledsoe@clackamas.us

Invoice #: _____

Date: _____

Submit via email to: jeff.d.burns@oregon.gov Cc: mary.k.schmelz@oregon.gov
Oregon Department of Forestry Federal Initiatives Unit, HB 5042 - Communications Infrastructure 2600 State Street Salem, OR 97310 Attn: Mary Schmelz Cc: Jeff Burns

Grant Agreement #/Project Name: # /
 Billing Period: From: / / To: / /

Deliverables from Scope of Work	Percentage Complete	Accomplished this Invoice period	Accomplished Prior to Invoice Period	Total Accomplished To-Date
Example: Purchase of 2 deployabe radio kits	50%	1	0	1

Cost Category	Previous Invoices	Current Billing	Expenditures To Date	Match (if any)	
				In-kind	Cash
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual Payments					
Other					
Invoice Total					

Narrative justification by line item: totals should match claim above.

For each line item	Detail by position or item cost, rate, number of units, and subtotals. Example: Personnel and Fringe (\$1,215, \$712 totalling \$1,927) are for 3 Natural Resource Specialists working 15 hours @ \$47/hour.
Personnel & Fringe	
Travel	
Equipment	
Supplies	
Contractual Payments	
Other	

GRANT AGREEMENT
BETWEEN
OREGON DEPT. OF FORESTRY
AND
Clackamas County

THIS GRANT AGREEMENT ("Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the Oregon Department of Forestry ("ODF"), a department of the State of Oregon Government, and Clackamas County ("Grantee"), a political subdivision of the State of Oregon (collectively, the "Parties" and individually "Party").

RECITALS

- A. This Agreement is authorized by ORS 477.406 and ORS 279A.050. ODF will provide grant funds to Grantee under this agreement to implement projects that contribute to communication capability and infrastructure beginning with the signing of this Agreement and completing work by June 30, 2021. Pre-award costs will be allowed back to September 7, 2020 ("Agreement Period")
- B. ODF has been designated by Oregon State Legislature as the oversight state agency that would direct the state allocated funding to Grantee.

NOW THEREFORE, the Parties agree as follows:

TERMS

1. **Grant Award.** Grantee agrees to implement communications infrastructure projects described in the Statement of Work and Budget, attached as Exhibit A, and as specified in this Agreement. In return ODF agrees to provide the payment for actual costs of expenditures identified in this agreement according to the Budget, as specified in Exhibit A.

The Grantee agrees that funds provided by ODF will be used only for the work identified in this Agreement.

2. **Statement of Work and Budget.** Grantee agrees to accomplish the work described in Exhibit A attached hereto and by this reference made a part thereof.
3. **Term.** The term of this Agreement shall commence with the signing of this agreement by all Parties and expire on June 30, 2021. Project costs detailed in the approved scope of work and budget, incurred after the pre-award date (September 7, 2020) may be reimbursable. Grantee cannot request reimbursement for any expenses incurred after

June 30, 2021.

4. **Records Maintenance and Access.**

- a. Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.
 - b. Grantee will document the expenditure of all grant moneys disbursed by ODF under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODF to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.
 - c. The Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the project for the purpose of making audits and examinations.
5. **Payment.** This grant is to reimburse Grantee for actual expenditures incurred pursuant to this Agreement through the end of the Agreement Term. Grantee agrees that invoices submitted for billing purposes must contain the information exhibited in the Sample Invoice contained in Exhibit B. Invoicing periods should be monthly or longer.
6. **Reporting.** Grantee shall provide ODF with one final report showing funds expended and work completed. This final report shall include percent complete for each task in the Statement of Work (Exhibit A), describe work completed by the Grantee for each task in the Statement of Work (Exhibit A), and summarize the final outcomes of the completed project. The final report will be due within 45 days following the date of expiration.
7. **Award Closeout.** Grantee will submit to ODF all financial performance documentation, the final report, all deliverables specified in the Statement of Work, and any final reimbursement requests required by the terms of the agreement within 45 days following the date of expiration or termination of this grant.
8. **Public Domain Information.** The project funded by this grant will produce a program model that other entities wanting to promote similar projects may use. Grantee acknowledges that all program model information developed from Agreement funds will become public information subject to the requirements of ORS 192.311 to 192.478.
9. **Modification Provisions.** The terms of this Agreement may be modified by mutual agreement of the Parties. Any modification shall be in writing, shall refer specifically to this Agreement, and shall be executed by the Parties.

10. **Termination of Agreement.** This Agreement may be terminated:
- (a) At any time by mutual written consent of all Parties.
 - (b) Upon written notice by ODF to Grantee for failure to perform any provision of this Agreement.
 - (c) Upon 30 days written notice by the ODF to Grantee for any other reason specified in writing. or
 - (d) At any time, upon written notice by the ODF, if ODF lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow ODF, in the exercise of its reasonable administrative discretion, to disburse the grant funds.
11. **Compliance with Laws.** Grantee agrees to comply with all local, state, and federal laws in the execution of this project.
12. **Defense and Indemnification.** Subject to the Oregon Constitution and the limits of the Oregon Tort Claims Act, each Party agrees to hold harmless, defend, and indemnify the other Party, its officers, employees and agents against any and all claims, demands, actions or suits (including all attorneys' fees and costs) arising from this Agreement where the claim, suit, action, loss, damage, injury or liability is attributable to the acts or omissions of the indemnifying Party, its officers, employees or agents.
- Nothing in this section shall require a Party to indemnify the other Party from liability arising from the sole negligence of the other Party, its officers, employees, or agents.
13. **Governing Law and Forum.** The Parties expressly agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this 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 it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.
14. **Assignment.** This Agreement is non-assignable and non-transferrable.
15. **Contracting.** Grantee, at its discretion, may contract portions of its work under this Agreement without the prior written approval of ODF. Grantee shall require contractor to agree, as to the portion contracted, to fulfill the obligations of Grantee as specified in this Agreement. Grantee shall remain obligated for full performance hereunder, and ODF shall incur no obligation other than its obligations to Grantee hereunder. Grantee agrees

that if contractors are employed in the performance of this Agreement, Grantee will follow all required public contracting policies and procedures established by Grantee.

16. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or un-enforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect to the intentions of the Parties to the maximum extent possible.
17. **Integration.** This Agreement contains the entire agreement between ODF and Grantee and supersedes any, or all, prior written or oral discussions or agreements.
18. **Waiver.** ODF and Grantee shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

19. **Insurance.**

- a) Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, Grantee shall require that all contractors or consultants carry the minimum insurance types and amounts described below.

Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

- b) If requested by ODF, Grantee shall provide Certificate(s) of Insurance for all required insurance. As proof of insurance ODF has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
- c) Grantee or the insurer must provide at least 30 days' written notice to ODF before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

20. **Notice.** Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, addressed to the Parties as follows:

ODF: Jeff Burns
Partnership & Planning Director
Oregon Dept. of Forestry
2600 State Street
Salem, OR 97310
(503) 945-7346
Jeff.d.burns@oregon.gov

Grantee: Cheryl Bledsoe, CCOM Director
CCOM – Clackamas County
2200 Kaen Road
Oregon City, OR 97045
971-284-3091
cbledsoe@clackamas.us

21. **Exhibits Attached.** The following exhibits are attached and incorporated by reference as part of this Agreement:

Exhibit A Statement of Work and Budget
Exhibit B Sample Invoice

22. **Signatures.** Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having the authority to execute this Agreement.

Oregon Dept. of Forestry

Clackamas County

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reviewed by the Oregon Department of Justice (approval via Email in lieu of signature)

Matt B. DeVore

Date

Exhibit A

Statement of Work and Budget

ODF – Clackamas - Agreement

1.0 Overall Project Administration

Clackamas County will establish and maintain records, files, and any other materials necessary to track project implementation and expenditure of project funds. Clackamas County will participate in project management conference calls, meetings, etc. as scheduled by ODF. Clackamas County will provide information requested in a timely manner for completion of regular reporting.

2.0 Project Overview

The goal of this project is to replace or upgrade public safety emergency communications systems damaged or compromised by the 2020 Labor Day fires.

During the 2020 wildfires, the Clackamas County Communications – CCOM (911) center evacuated due to evacuation orders, threatening emergency communications in the area. This project will ensure communications continuity in emergencies by having deployable “Dispatch Go-Kits” that CCOM dispatchers can use in other centers or remotely. This project would allow CCOM to utilize the equipment in Clackamas, Columbia and Washington counties.

3.0 Tasks, Deliverables and Time Line

The work to be performed under this Agreement will begin on the effective date of the Agreement, allowing for pre-award costs back to September 7, 2020 and end by **June 30, 2021**. Specific tasks to be completed by Clackamas County under this agreement are listed below with associated deliverables and timeline.

A. Task #1: Procure communications equipment

Task #1 Timeframe: May 1, 2021 – June 30, 2021

Detailed description of Task #1: Procurement of 4 Computer Aided Dispatch (CAD) licenses; 4 PC’s; 4 monitors with peripherals; 4 phone command posts; 4 mobile radios with foot pedals; 4 portable radios; and networking and shipping costs.

Task #2: Configuration and live testing of remote communication equipment

Task #2 Timeframe: June 1, 2021 – June 30, 2021

Detailed description of Task #2: CCOM staff would configure equipment and dispatcher(s) would live test equipment offsite.

Deliverable(s): A flexible communications system in the region (Clackamas, Columbia and Washington Counties). This system would provide communications equipment for supplemental staffing from offsite locations and facilitate uninterrupted public safety emergency communications.

4.0 Budget

Budget Category	Amount
Personnel Salaries / Wages	
Fringe	
Contracted Services	
Travel	
Supplies/Materials	
Equipment	
4 CAD License/PC/Monitor/Peripherals @\$ 15,000 ea	\$60,000.00
4 Phone command posts @ \$30,000 ea	\$120,000.00
4 Mobile radio with foot pedal @ \$20,000 ea	\$80,000.00
4 Portable radio @ \$5,000 ea	\$20,000.00
4 Networking @ \$4000 ea	\$16,000.00
Shipping:	
4 @ \$500 ea	\$ 2,000.00
Categories Subtotal	\$298,000.00
Indirect Costs	
Grant Total	\$298,000.00

5.0 Payment Schedule

Grant No: _____
Project Name: Remote Dispatching Kits
Award Amount \$298,000

Clackamas County will invoice ODF for work performed under this Agreement no more frequently than once a month. Clackamas County agrees that invoices submitted for billing purposes **must contain the information exhibited in the Sample Invoice contained in Exhibit B.**



Cheryl Bledsoe, Director
Clackamas 911 (CCOM)
 2200 Kaen Road, Oregon City, OR 97045

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of a Contract with Motorola Solutions Inc. for
 Maintenance and Equipment of the VESTA 911 Phone System Project**

Purpose/Outcome	Contract is for public safety equipment, installation, maintenance, support, and repair services for the Clackamas County, Department of Central Communications (CCOM). Clackamas County is required to comply with Oregon Emergency Management, referred to hereinafter as "State" standards as outlined in ORS 403.235 through ORS 403.245.
Dollar Amount and Fiscal Impact	\$600,000.00 Total Contract Value over 5 years.
Funding Source	Oregon Emergency Management and C-COM User Fees
Duration	5 years starting July 1, 2021, ending June 30, 2026
Previous Board Action/Review	Policy Session 6/1/2021
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities by ensuring the upkeep & functionality of the telephony system that support the 911 system.
Counsel Review	1. May 24, 2021 2. Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Contact Person	Cheryl Bledsoe, Director, Communications 971-284-3091
Contract No.	3903

Background:

The phone system is one of the mission-critical services to the delivery of 911 services to the residents of Clackamas County. The phone system, and its maintenance, is primarily funded by the Oregon Emergency Management 911 program's equipment subaccount. C-COM is responsible for approximately \$8K worth of these annual expenses. These costs are included in C-COM's annual budget which is shared across our member agencies. No county general funds are required to support this contract.

Procurement Process:

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0440, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #18-00196, The

Houston-Galveston Area Council Cooperative Agreement-Motorola Solutions, Inc.-Public Services. In accordance with C-046-0440, Procurement issued a notice of intent to purchase off of the cooperative on November 2, 2020 and May 24, 2021. No comments to the notice were received.

Recommendation:

Staff respectfully recommends approval of the Maintenance and Equipment of the VESTA 911 Phone System Project through Motorola Solutions Inc. Staff further recommends that the Board delegate authority to the Communications Director to sign agreements necessary in the ongoing performance of this Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Bledsoe".

Cheryl Bledsoe,
Department Director

Placed on the BCC Agenda _____ by Procurement and Contract Services

CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract # 3903

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Emergency Communications department, and Motorola Solutions Inc. (“Contractor”). The Houston-Galveston Area Council Cooperative Agreement-Motorola Solutions, Inc.-Public Services #18-00196 is incorporated into this Addendum. (“Vendor Agreement”). As used below, "Contract" means this Addendum and the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

Term. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2022**. The Contract may be renewed for four (4) additional one (1) year periods if, ninety (90) days prior to the then-expiration date, the Contractor provides a written quote to the County for the one-year renewal term, and the County accepts the new renewal term by the issuance of an official County purchase order. Except for the renewal term and associated fee, no other terms and conditions of the original Contract may be changed through this process. This Contract shall become effective upon signature of both parties.

Consideration. County will pay Contractor an annual maintenance fee for the Vesta 9-1-1 phone system. The first year maintenance fee is \$71,361.13, as identified in the attached Service Agreement dated March 18, 2021 and support renewal quote MOT3463129A-1 dated December 31, 2020. The total amount County will pay for annual maintenance for the Vesta 9-1-1 phone system during the initial term of this Contract shall not exceed Three Hundred Fifty Thousand (\$350,000.00). Contractor expressly understands and agrees that, as a result of certain agreements with the State of Oregon, payment of the annual maintenance fee for the Vesta 9-1-1 phone system may be made directly by the State of Oregon to the Contractor.

County may also purchase, on an as-needed basis, additional equipment and services at the rates set forth in the Vendor Agreement. The total amount County may pay for additional equipment and services shall not exceed Six Hundred Thousand (\$600,000.00). The County will issue purchase orders for any additional equipment and services in accordance with the terms and conditions of separate End User Agreements as described in Article 2 of the Special Provisions of the Vendor Agreement.

A. County Contract Administrator. The County Contract Administrator for this Contract is **Toni Sexton, 503-703-5885, Tsexton@clackamas.us**

B. Invoices and Payments. Invoices shall be submitted to Toni Sexton, Tsexton@clackamas.us.

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

C. Insurance. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and the coverage indicated below. Contractor shall provide proof of said insurance and include the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.

<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
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<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
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Required – Automobile Liability: combined single limit, or the equivalent, of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

The insurance described in this section shall not be cancelled without Contractor providing written notice to the County in accordance with insurance policy terms. This policy(s) shall be primary insurance as respects to the County. Insurance or self-insurance maintained by the County shall be excess and shall not contribute to it except to the extent claims arise out of the negligence of the County. Any obligation that County agree to a waiver of subrogation is hereby stricken.

D. Debt Limitation. The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

E. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

F. Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

G. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

H. Compliance. Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.

- I. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County 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 or applicable law.
- J. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all third-party claims and actions, and all reasonable expenses directly related to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents in their performance of their duties under this Contract. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- K. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- L. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- M. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- N. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- O. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

Motorola Solutions, Inc.

Chris Lentz

Chris Lentz (May 21, 2021 10:37 PDT)

May 21, 2021

Authorized Signature

Date

Chris Lentz

Regional Director

Name/Title (Printed)

Clackamas County

Tootie Smith, Chair

Date

Recording Secretary

Date

Approved As To Form:

lay

May 24, 2021

Clackamas County Counsel

Date



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000346196
Contract Modifier:

Date: 18-MAR-2021

<p>Company Name: Clackamas County Dispatch C-Com Attn.: Cheryl Bledsoe Billing Address: 2200 Kaen Rd City, State, Zip Code: Oregon City, OR 97045 Customer Contact: Cheryl Bledsoe Phone: 503-722-6708</p>
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P.O.#: N/A
Customer #: 1011829085
Bill to Tag#: 0007
Contract Start Date: 15-MAR-2021
Contract End Date: 14-MAR-2022
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC2007C	ONSITE INFRA RESP-CUSTOM SOW	\$3,150.00	\$37,800.00
	SVC02SVC0082A	VESTA SOFTWARE FIRMWARE SUPPORT	\$2,038.56	\$24,462.67
	SVC02SVC0092A	VESTA MANAGED SERVICES	\$758.21	\$9,098.46
Sub Total			\$5,946.76	\$71,361.13
Taxes			\$0.00	\$0.00
Grand Total			\$5,946.76	\$71,361.13
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
DAY MANAGEMENT CORP	Portland	OR
NG911 MAINT & SUPPORT	Temecula	CA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE) Solutions Advisor TITLE 03/18/2021 DATE

JEFFREY BAUMAN
MOTOROLA REPRESENTATIVE (PRINT NAME)

312-898-0840
PHONE

Company Name : Clackamas County Dispatch
C-Com
Contract Number : USC000346196
Contract Modifier :
Contract Start Date : 15-MAR-2021
Contract End Date : 14-MAR-2022

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW PURSUANT TO THE TERMS AND CONDITIONS OF THE GOVERNMENT ADDENDUM EXECUTED CONTEMPORANEOUSLY HEREWITH. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates pursuant to Section 8.3 of this Agreement.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.