



AGENDA

***Revised**

Added Consent Item H.1

Thursday March 22, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-17

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

II. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. _____ Regarding Approval to Allow Mary's Woods at Marylhurst, Inc. to Issue Revenue Bonds in an Amount Not to Exceed \$55,000,000 (Marc Gonzales, Finance, Nate Boderman, County Counsel)
2. Board Order No. _____ for a Boundary Change Petition to Transfer Property from Centennial School District to North Clackamas School District (Stephen Madkour, County Counsel)

III. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. County Administration

1. Approval of the Master Services Agreement with Ascendant Strategy Management Group LLC, to Provide a Performance Reporting and Community Dashboard System - *Procurement*

B. Department of Transportation & Development

1. Approval of a Contract with Baker Rock Crushing, Co. for Aggregate Base Rock Delivered to Barton Stockpile - *Procurement*

C. Business & Community Services

1. Approval of an Agreement of Support with Clackamas County Business Alliance in the Accomplishment of its Mission to Promote Economic Growth and Activity within the County and Clackamas County-Based Businesses

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. Disaster Management

1. Approval of FY2017 Emergency Management Performance Grant Amendment No. 1 between Clackamas County and the State of Oregon

F. Technology Services

1. Approval of an Amendment to the Intergovernmental Agreement between Clackamas Broadband eXchange and the City of Oregon City for an Additional Site for Dark Fiber Connection

G. Tourism and Cultural Affairs

1. Approval of Lease with Blackhawk, LLC for Clackamas County Tourism and Cultural Affairs Office Space

***H. Health, Housing & Human Services**

1. Approval of Federal Lands Access Program Match Amendment with Federal Highway Administration for Mt Hood Express Bus Service in the Mt Hood Communities

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

March 22, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Public Hearing and Order Regarding Approval to Allow Mary's Woods at Marylhurst, Inc.
to Issue Revenue Bonds in an Amount Not to Exceed \$55,000,000

Purpose/Outcome	Public Hearing & Order allowing Mary's Woods at Marylhurst to issue bonds.
Dollar Amount and fiscal Impact	None. The County in no way will be obligated to pay, support, guarantee or otherwise be responsible for the debt.
Funding Source	Not Applicable
Duration	One time approval is the only involvement
Previous Board Action/Review	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding borrowing requests from third parties as required by law
Contact Person	Nathan Boderman, Legal Counsel 2, 503-655-8364 Marc Gonzales, Finance Director 503-742-5405
Contract No.	Not Applicable

BACKGROUND:

Mary's Woods at Marylhurst, Inc., an Oregon nonprofit corporation ("*Mary's Woods at Marylhurst*" or "*Borrower*") desires to issue debt to support expansion and improvements of their current facility located in unincorporated Clackamas County. This is allowed under existing tax law if certain procedures mandated under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) are followed. First, the Borrower must partner with a Public Finance Authority to issue the debt. Clackamas County has empaneled and empowered the Hospital Facility Authority of Clackamas County, which met on the matter on February 28, 2018. Second, the Internal Revenue Code of 1986's Section 147(f) requires elected officials having jurisdiction over where Mary's Woods at Marylhurst operates -- in this case, the Board of County Commissioners -- must approve the issuance of the debt. This is done after appropriate notice is published at least 14 days in advance and a public hearing is held on the subject. A draft order allowing issuance of the requested bonds is attached hereto for the Board's consideration.

The hearing and granting approval to allow the issuance of the bonds to go forward is the entire extent of the County's involvement in the proposed debt issuance. The amount borrowed will not be a debt of the County, no taxes will be paid in support of the debt, and no guarantee or assurance or any credit-enhancing activity is being offered. If the Board votes to allow the issuance of the debt, it will be the sole responsibility of Mary's Woods at Marylhurst. If the Board votes against allowing the issuance, Mary's Woods at Marylhurst will not be able to issue the debt as currently contemplated.

Representatives of Mary's Woods at Marylhurst have provided background for inclusion in this report and will attend the hearing to provide public testimony as well. The project consists of finance or reimburse all or a portion of the costs of the construction, acquisition, development, improvement, renovation and

equipping of an expansion project and other capital projects with respect to the Borrower's continuing care retirement community located in unincorporated Clackamas County, Oregon

This Order has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board hold a public hearing on the subject, weigh the evidence presented thereby, and make a determination on whether or not to allow Borrow to issue the debt as planned. If the Board makes the determination, to allow the Borrower to issue the described debt, it will adopt the draft order attached hereto to effect the same.

Respectfully submitted,

Marc Gonzales
Finance Director

In the matter of approving the issuance of Senior Living Revenue Bonds (Mary's Woods at Marylhurst Project), Series 2018 in a maximum aggregate issue price not to exceed \$55,000,000 issued by the Hospital Facility Authority of Clackamas County, Oregon

Order No.

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It appearing before the Board of County Commissioners of Clackamas County, Oregon (the "Board") that the Hospital Facility Authority of Clackamas County, Oregon (the "Authority"), a public authority of the State of Oregon (the "State") created by virtue of the authority of the Constitution and laws of the State, and particularly Oregon Revised Statutes Sections 441.525 to 441.595, inclusive, as amended, has received a request from Mary's Woods at Marylhurst, Inc., a nonprofit corporation duly organized and validly existing under the laws of the State (the "Borrower"), to issue senior living revenue bonds, in one or more series pursuant to a plan of finance, in a maximum aggregate issue price not to exceed \$55,000,000 (collectively, the "Bonds");

The proceeds of the Bonds are expected to be used to finance all or a portion of the costs of the capital construction, development, improvement, renovation and equipping of the second stage of an expansion project and certain other capital improvements and renovations at the Borrower's continuing care retirement facilities located within the boundaries of Clackamas County, Oregon (the "County") at 17400 Holy Names Drive, Lake Oswego, Oregon 97034 (collectively, the "Projects");

The Internal Revenue Code of 1986 (the "Code") authorizes the issuance of revenue bonds for a "qualified 501(c)(3) entity," such as the Borrower;

Section 147(f) of the Code requires that qualified 501(c)(3) bonds be approved by the applicable elected representatives of the governmental unit (i) having jurisdiction over the area in which the Projects are located and (ii) issuing the Bonds, and the Board of the County are the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects being financed with the proceeds of the Bonds are located and are the applicable elected representatives of the governmental unit issuing the Bonds;

On the date of this Order, the Board conducted a public hearing, adequate notice of this hearing having been published pursuant to Section 147(f) of the Code, to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the Bonds and the uses and purposes of the proceeds of the Bonds;

In the matter of approving the issuance of Senior Living Revenue Bonds (Mary's Woods at Marylhurst Project), Series 2018 in a maximum aggregate issue price not to exceed \$55,000,000 issued by the Hospital Facility Authority of Clackamas County, Oregon

Order No.

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The principal of and interest on the Bonds will not constitute a debt of the County, nor shall the Bonds be payable from a tax of any nature levied upon any property within the County, nor within any other political subdivision of the State. The Bonds will be special limited obligations of the Authority payable only from revenues and resources provided or arranged by the Borrower pledged to the payment of the Bonds and any credit enhancement arranged for the Borrower;

The Board finds that it would be in the best interest of the County to approve the issuance of the Bonds pursuant to the requirements of Section 147(f) of the Code, and the Board being fully advised;

NOW, THEREFORE, IT IS HEREBY ORDERED:

(1) The Board, as the applicable elected representatives of the governmental unit on behalf of which the Bonds will be issued, and as the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects are located, and having concluded that a public hearing was validly held to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the Bonds and the uses and purposes of the proceeds of the Bonds, it does hereby approve the issuance of the Bonds by the Authority for the purpose of financing the Projects, in a maximum aggregate issue price not to exceed \$55,000,000.

(2) This Order is effective immediately upon passage.

DATED this 22nd day of March 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

March 22, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Boundary Change Petition to Transfer Property from
 Centennial School District to North Clackamas School District

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	A public hearing in this matter was held on February 15, 2018 and continued to March 22, 2018. A Board policy session was held on March 13, 2018.
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Stephen L. Madkour, County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions for many types of special districts within the County. Oregon Revised Statutes (“ORS”) Chapter 330 gives the responsibility to the Board to process petitions to change school district boundaries.

Clackamas County received a petition to shift an area (the “Petition Area”) that is currently within Centennial School District 28J (“Centennial”) to North Clackamas School District 12 (“NCSD”). The petition was originally submitted on November 13th, 2017 and rejected for lack of sufficiently valid signatures. It was resubmitted and deemed complete and timely on December 18th, 2017. A copy of the original submittal letter, legal and map of the proposed transfer area, and a sample petition signature page is attached.

This petition has been submitted pursuant to Oregon Revised Statutes (“ORS”) Chapter 330.090(3). This statutory provision allows for the modification of school district boundaries upon petition of at least five hundred voters in the affected districts. That threshold was reviewed and deemed met by the Clackamas County Clerk in December – the Clerk’s certification is also attached. This boundary change was not proposed or vetted by either school district.

ORS 330.090 states in relevant part:

330.090 Mergers. (3) Subject to the provisions of ORS 330.092 to 330.101, the district boundary board on the request of the district school boards of the affected districts or on petition of five percent or 500 electors of each affected district, whichever is less, shall merge smaller districts into larger districts or change the boundaries of common or union high school districts. (Emphasis added).

As the Board will note from the statute, there does not appear to be any discretion in the question of whether or not to allow the boundary change to go forward. The process is purely administrative from the perspective of the Board and County administration of the issue.

With respect to the manner of the boundary hearing, it is set forth in ORS 330.107, which states in relevant part:

330.107 Time for boundary board action; extension. The district boundary board shall complete all action on a request or petition for boundary change or a merger required under ORS 330.101 within 100 days of the date of receipt of the request or petition if the boundary change or merger requested or petitioned lies totally within the jurisdiction of that board. If the boundary change or merger requested or petitioned requires ratification of an adjacent boundary board as in ORS 330.095 (3), an additional 60 days may be utilized for action of the second boundary board...

The Board of County Commissions shall constitute as the district boundary board. In the present case, approval is required by both Clackamas and Multnomah Counties.

Clackamas is the more populous school district, and as such, votes first, then Multnomah, and then the matter is referred back to Clackamas for issuance of the final order. The County Board decisions are administrative with very little discretion afforded the district boundary boards.

The Board has until March 27th, 2018 to take action with respect to the petition, and Multnomah County will have an additional 60 days from then to also act on the petition since Centennial is partially in Multnomah County.

There is no appeal of the order once made final. However, the initial action is not the final action needed to implement the statute. As set forth in ORS 330.101, a final action on the boundary change petition cannot be taken until all boundary boards (County Board of Commissioners, in this case) have had an opportunity to consider. The statute states in relevant part:

330.101 Notice; order; remonstrance; election. (1)... If no remonstrance petition on the change or merger is submitted requiring an election as provided in subsection (2) of this section, the board shall issue an order that the change or merger shall become effective as provided in ORS 330.103. The remonstrance petition is subject to ORS 332.118. However, the boundary board shall not issue an order until all affected boundary boards have had opportunity to consider the proposed change or merger. (Emphasis added).

(2) If a remonstrance petition on a proposed change or merger signed by at least five percent or at least 500, whichever is less, of the electors of a school district affected by the proposed change or merger is filed with the district boundary board within 20 days after the date of the order to effect the proposed change or merger, and when all district

boundary boards have acted on the change or merger as provided in ORS 330.095 (3), the board shall submit the question of the proposed change or merger to the electors of each affected school district from which a remonstrance petition was filed, with the district boundary board acting as the district elections authority on behalf of the school districts. Separate elections shall be held in sequence in the districts from which remonstrance petitions have been filed, commencing with the least populous district and progressing in order of population to the most populous district. If the majority of votes in each election favor the change or merger, an election shall be held in the next most populous district...

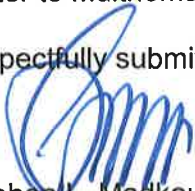
Therefore, the process would be for the Board to consider the matter at a hearing as required by statute, adopt a preliminary order (see attached draft) effecting the change conditional on action by Multnomah County, and refer the matter to the Multnomah County Board of County Commissioners for additional consideration. Once Multnomah County has acted to enter a final order, Clackamas County would then enter a final order as required, which would be the date from which remonstrances must be received by would be calculated.

A failure to act by either jurisdiction could result in the State Board of Education making the determination.

RECOMMENDATION:

Based on the attached petition and statute, staff recommends adoption of a preliminary order changing the boundary of Centennial and North Clackamas school districts and referring the matter to Multnomah County for additional consideration.

Respectfully submitted,



Stephen L. Madkour
County Counsel

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

In the Matter of Preliminarily
Approving Boundary Change
Petition with Respect to
Centennial School District 28J
And North Clackamas School
District 12



ORDER NO. 2018-_____

WHEREAS, this matter coming before the Board at this time, and it appearing that pursuant to ORS 330.090(3) that petitions to change the boundaries of school districts are submitted to the Board for process and public hearing; and

WHEREAS, it further appearing that this Board is charged with implementing this petition for a boundary change pursuant to ORS Chapters 330; and

WHEREAS, it further appearing that that the petition has been deemed sufficient by the County Clerk as set forth in Exhibit A; and

WHEREAS, it further appearing that the area to shift from the Centennial School District 28J ("Centennial") to North Clackamas School District 12 ("NCSD") is described by petitioners with the legal description attached hereto as Exhibit B and the map attached hereto as Exhibit C (the "Petition Area"); and

WHEREAS, it further appearing that this matter came before the Board for public hearing on February 15, 2018 as required by statute; and

WHEREAS, it further appearing that the Board of County Commissioners of Multnomah County is required to hold a second hearing as required by ORS 330 with respect to the petition;

NOW THEREFORE, IT IS HEREBY ORDERED that that the Boundary Change Petition to shift the Petition Area from Centennial to NCSD (as described in Exhibit B and depicted on Exhibit C) is preliminarily approved as required by statute, that the petition is referred to Multnomah County for additional consideration, and staff is directed to schedule a hearing after consideration by Multnomah County for entry of a final order effectuating the boundary changes contemplated by the petition.

ADOPTED this 22nd day of March, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of the Master Services Agreement with
 Ascendant Strategy Management Group LLC
to provide a Performance Reporting and Community Dashboard System

Purpose/Outcomes	Provides templates, tools, and software to manage Performance Clackamas performance tracking for departments, along with a public-facing dashboard system.
Dollar Amount and Fiscal Impact	Year 1 fees total \$66,000 which include one time set-up fees. Recurring fees for years 2 through 4 will be 32,500. Total contract value is \$196,000. This a \$54,000 cost reduction from our previous dashboard system over a 5-year period.
Funding Source	General fund
Duration	Five years with three one-year renewals possible.
Previous Board Action	BCC has approved the use of performance management system and dashboard in 2014, 2017 and 2018.
Strategic Plan Alignment	<p>This project aligns with a number of Countywide Performance Clackamas goals:</p> <p>Build Public Trust through Good Government Clackamas County will design and deliver services that make a difference and <u>measure our effectiveness in terms of results for our customers.</u></p> <ul style="list-style-type: none"> • By 2018, all Board-directed county departments will measure customer service and satisfaction. • By the 2018/2019 Fiscal Year, 100% of the county budget will be attached to measurable customer results. <p>In addition, this project supports the following goals of the Office of the County Administrator:</p> <ul style="list-style-type: none"> • By 2019, 75% of Departments' Lines of Business will establish performance measures and set targets for providing equitable access to services for diverse populations. • 85% of Strategic Results in the adopted County Strategic Plan achieved or annually on target.
Contact Person	Dan Chandler, Assistant County Administrator 503-742-5394

BACKGROUND:

In September 2014 the Board of Commissioners adopted Performance Clackamas, a strategic plan, and management system. Performance Clackamas is an effort by Clackamas County to do several things:

ClearPoint Master Subscription Agreement

This Master Subscription Agreement (“Agreement”) is entered into by and between Ascendant Strategy Management Group LLC (“Ascendant”) and Clackamas County, a political subdivision of the State of Oregon (“County”)

1. Effective Date and Duration. This Agreement shall become effective upon signature of both parties. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2023. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Agreement with respect to: (a) any breach of Ascendants warranty; or (b) any default or defect in Ascendants performance that has not been cured.

This Agreement may be extended for three (3) additional one (1) year terms only if ninety (90) days prior to the then expiration date, Ascendant provides a written quote to the County for a one year renewal term, and the County accepts a new renewal term by issuance of an official County purchase order. Except for the renewal term and the associated fees, no other terms and conditions of the original Agreement may be changed through this process.

2. Consideration. The County agrees to pay Ascendant, from available and authorized funds, a sum of \$196,000.00, for accomplishing the work and provision of authorized Services required under this Agreement during the initial term, not including any renewal authorized by the County or any additional licenses purchased at the rates set forth herein.

The “Annual Total” for each year is due in full in advance on the first day of the applicable Agreement Year. The County may order additional licenses at the rates set forth in the then current fee schedule and shall be prorated based on a monthly cost at time of order. The prorated annual fee for such additional licenses is due in full in advance within thirty (30) days after the effective date of such additional licenses. Additional licenses must be submitted in writing to Ascendant and signed by a duly authorized representative of the County.

Consideration Rates shall be on a fix fee basis as outlined in Exhibit A.

Payment for all work performed and provision of authorized Services shall be subject to the provisions of ORS 293.462.

3. Travel and Other Expenses. Travel expense reimbursement is authorized under this Agreement and such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>.

4. Ascendant Data.

Address: 75 Arlington Street, 5th Floor, Boston, MA 02116

Ascendant Contract Administrator: Ted Jackson

Phone No.: (866) 568-0590

Email: tjackson@clearpointstrategy.com

5. Definitions.

“**Content**” means audio and visual information, documents, software, products, and services contained or made available to the County in the course of using the Services.

“**Customer Data**” means any data information or material provided or submitted by the County to the Service in the course of using the Services.

“Intellectual Property Rights” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights including any rights in pending patent applications and an related rights; (ii) all copyrights and other related rights through the world in works of authorship, including all registrations and applications thereof; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications thereof; (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all rights covering industrial or intellectual property recognized in any jurisdiction.

“License Administrator” means those Users designated by the County who are authorized to create User accounts and otherwise administer County’s use of the Services.

“License Term” means the period during which a specified number of Users are licensed to use the Services pursuant to the Order Form(s).

“Order Form” means the form evidencing the initial subscription for the Service and any subsequent order form submitted in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each Order Form to be incorporated into and to become a part of this Agreement.

“Ascendant Technology” means all of Ascendant’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material) made available to the County by Ascendant in providing the Service.

“Service(s)” means the specific edition of Ascendants online customer relationship management, billing, data analysis, or other corporate ERP services identified during the ordering process

6. Availability of Funds. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Agreement, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Agreement.

7. Compliance with Applicable Law. Ascendant shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Agreement. Ascendant specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Ascendant shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Ascendant further agrees to make payments promptly when due, to all persons supplying to Ascendant, labor or materials for the prosecution of the work provided and/or provisioned authorized Services provided in this Agreement; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Agreement; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Ascendant fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve Ascendant or Ascendant’s surety from obligation with respect to unpaid claims. Ascendant shall promptly pay any person or entity that furnishes medical care to Ascendant’s employees those sums which Ascendant agreed to pay for such services and all money Ascendant collected or deducted from employee’s wages to provide such services.

8. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

9. Governing Law. This Agreement 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 Ascendant that arises out of or relates to the performance of this Agreement 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.

10. Insurance. Ascendant shall provide insurance as indicated on Exhibit B, attached hereto and by this referenced made part thereof. Insurance policies, which cannot be excess to self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.

11. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Ascendant or at the address or number set forth in Article 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

12. Tax Compliance Certification. Ascendant must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Ascendants warranty in this Agreement that Ascendant has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle County to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to: (A) Termination of this Agreement, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Ascendant, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Ascendants breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

Ascendant represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, Ascendant has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Ascendant, to Ascendants property, operations, receipts, or income, or to Ascendants performance of or compensation for any work performed and services rendered by Ascendant; (C) Any tax provisions imposed by a political subdivision of this state that applied to Ascendant, or to goods, services, or property, whether tangible or intangible, provided by Ascendant; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

13. Privacy & Security; Disclosure

If Ascendant is required to disclose Customer Data pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, Ascendant shall; (i) if practicable and permitted by law, notify the County prior to such disclosure, and as soon as possible after such order; (ii) cooperate with County (at County's cost and expense) in the event that County elects to legally contest, request confidential treatment, or otherwise attempt to avoid or limit such disclosure; and (iii) limit such disclosure to the extent legally possible.

14. License Grant & Restrictions

Ascendant hereby grants County a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Ascendant and its licensors.

County may not access the Service if County are a direct competitor of Ascendant, except with Ascendant's prior written consent. In addition, County may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

County shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

The County may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

15. County Responsibilities

County is responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. County shall: (i) notify Ascendant immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Ascendant immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Ascendant user or provide false identity information to gain access to or use the Service.

16. Account Information and Data

Ascendant does not own any data, information or material that the County submits to the Service in the course of using the Service ("Customer Data"). County, not Ascendant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Ascendant shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated, Ascendant will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Upon termination for cause, County's right to access or use Customer Data immediately ceases.

Unless otherwise stated in this Agreement and approved by the County in advance, the physical location of Ascendants data center where County data is stored shall be within the continental United States.

17. Intellectual Property Ownership

Ascendant alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Ascendant Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Ascendant Technology or the Intellectual Property Rights owned by Ascendant. The Ascendant name, the Ascendant logo, and the product names associated with the Service are trademarks of Ascendant or third parties, and no right or license is granted to use them.

18. Non-Payment and Suspension

In addition to any other rights granted to Ascendant herein, Ascendant reserves the right to suspend or terminate this Agreement and the County's access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. County will continue to be charged for User licenses during any period of suspension. If you or Ascendant (or its authorized Reseller) initiates termination of this Agreement, you will be obligated to pay the balance due on your account.

19. Termination

This Agreement may be terminated for the following reasons: (A) This Agreement may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to Ascendant; (B) County may terminate this Agreement effective upon delivery of notice to Ascendant, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work and Services under this Agreement is prohibited or the County is prohibited from paying for such work and Services from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Ascendant to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; (C) This Agreement may also be immediately terminated by the County for default (including breach of Agreement) if (i) Ascendant fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (ii) Ascendant fails to perform any of the other provisions of this Agreement or so fails to pursue the work or provide the Services as to endanger performance of this Agreement in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, County may terminate this Agreement without further liability by giving Ascendant not less than thirty (30) days' notice.

20. Return of Customer Data

Upon termination of this Agreement for any reason, and subject to all fees due being paid in full, Ascendant will return Customer Data in a CSV, PDF or other mutually agreeable format for each record and provide them to the County for Download. The County can export its own data (as much as it wants), in the ClearPoint reporting and exporting part of the application. If the County wants any additional format, Ascendant would be happy to scope and provide such an export at existing billing rates. Records can be updated to County's new system by the County or its new vendor.

21. End of Agreement Data Handling

Ascendant agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all Customer Data and certify in writing that these actions have been completed within thirty (30) days of the

termination of this Agreement or within seven (7) days of a County agent, whichever comes first. At a minimum "clear" media sanitation is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for media sanitation located at: www.csrc.nist.gov.

22. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Ascendant represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Ascendant help documentation under normal use and circumstances. County represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Service and that the billing information is correct.

23. Mutual Indemnification

To the extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (30.260 through 30.300), County shall indemnify and hold Ascendant, its licensors, its authorized Resellers, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by the County of your representations and warranties; or (iii) a claim arising from the breach by County or Users of this Agreement, provided in any such case that Ascendant (a) gives written notice of the claim promptly to the County; (b) gives County sole control of the defense and settlement of the claim (provided that County may not settle or defend any claim unless it unconditionally release Ascendant of all liability and such settlement does not affect Ascendant's business or Service); (c) provides County all available information and assistance; and (d) has not compromised or settled such claim.

Ascendant nor any attorney engaged by Ascendant will defend the claim(s) in the name of the County, nor purport to act as legal representative of the County without the approval of the County, nor will Ascendant settle any claim on behalf of the County without the prior approval of the County.

Ascendant shall not be liable under this Section 23 for any claims based on the following: (i) County's modification of the Services other than as contemplated by this Agreement or the specifications, or as otherwise authorized by Ascendant in writing; (ii) use of the Services in a manner other than as contemplated in this Agreement or the specifications, or as otherwise authorized by Ascendant in writing; (iii) Claims arising from the use of County third-party applications or data; and (iv) losses attributable to the acts or omissions of the County, its officers, elected officials, directors, employees, and agents.

Ascendant shall indemnify and hold County and its officers, elected officials, directors, employees and agents, harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Ascendant of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Ascendant; provided that you (a) promptly give written notice of the claim to Ascendant; (b) give Ascendant sole control of the defense and settlement of the claim (provided that Ascendant may not settle or defend any claim unless it unconditionally releases County of all liability); (c) provide to Ascendant all available information and assistance; and (d) have not compromised or settled such claim.

24. Disclaimer of Warranties

ASCENDANT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE

SERVICE OR ANY CONTENT. ASCENDANT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ASCENDANT AND ITS LICENSORS.

25. Internet Delays

ASCENDANT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ASCENDANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

26. Limitation of Liability

NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WEATHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/R DUE FROM THE COUNTY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PROCEEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING SHALL NOT LIMIT THE PAYMENT OBLIGATION OF THE COUNTY OUTLINED IN EXHIBIT A.

THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION 26 SHALL NOT BE CONSTRUED TO APPLY TO OR LIMIT ASCENDANTS DATA SECURITY OBLIGATIONS, CONFIDENTIALITY OBLIGATIONS, ASCENDANTS INFRINGEMENT INDEMNIFICATION, BODILY INJURY, OR DAMAGE TO PROPERTY.

27. Agreement Documents. This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Agreement, Exhibits A, B, C, and D.

28. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH AMENDMENT, CONSENT OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. ASCENDANT, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT, AND ASCENDANT AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Ascendant Strategy Management Group LLC

Clackamas County

 Authorized Signature Date

 Chair Date

 Name / Title (Printed)

 Recording Secretary Date

 Oregon Business Registry #

Approved as to Form:

 Entity Type / State of Formation

 County Counsel Date

**EXHIBIT A
FEE SCHEDULE**

Recurring License Fees			
License	Number of Licenses	Annual Cost per License	Annual Cost
Editor/Administrator	25	\$600.00	\$15,000.00
Update-Only	55	\$120.00	\$6,600.00
View-Only "Browser"	Unlimited	\$0.00	\$0.00
Annual License Total			\$21,600.00
Recurring System Fees			
Component	Description		Annual Cost
Data Loader	Load County data from spreadsheets and databases on a scheduled basis		\$5,000.00
Single Sign-on	Login with network username and password		\$500.00
Html Exports	Put non-password protection on County intranet site		\$2,500.00
Premium Support	Two (2) named contacts		\$7,000.00
Premium Support	Concierge setup		\$1,500.00
Website Hosting Fee			\$1,000.00
Annual System Total			\$17,500.00
Years 2 through 5 Recurring Fees			
Subtotal Annual Recurring Fees	License and System Fees Combined		\$39,100.00
Package Discount			(\$6,600.00)
Total Annual Recurring Fees	Recurring expense starting year 2		\$32,500.00

Setup Fees – One Time Only		
Setup	Price Per Day	Total Setup Fee
System configuration and setup (10 days)	\$1,500.00	\$15,000.00
Data entry for historical data (5 days)	\$1,500.00	\$7,500.00
Training (2 days)	\$3,000.00	6,000.00
Travel Expenses (not to exceed)		\$5,000.00
Total Setup		\$33,500.00
Year One Total Fees Including License and System Fees		
Total Recurring Fees		\$39,100.00
Subtotal Year One Fees		\$72,600.00
Package Discount		(\$6,600.00)
Year One Total		\$66,000.00

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$196,000.00. Invoices shall be submitted to: County Administration, 2051 Kaen Road, Oregon City, Oregon 97945.
- b. Unless otherwise specified, Ascendant shall submit monthly invoices for Work performed. Payments shall be made to Ascendant following the County's review and approval of invoices submitted by Ascendant. Ascendant shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Ascendant performs work subject to the amendment. The billings shall also include the total amount billed to date by Ascendant prior to the current invoice.
- c. Invoices shall describe all work performed and services provided with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Ascendant prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Agreement, Ascendant shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Ascendant with one or more workers, as defined by ORS 656.027.

Ascendant, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. The policy must provide extending reporting period coverage for claims made within two years after the agreement is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

4. Required by County Not required by County

Technology Errors & Omissions. Ascendant agrees to furnish to the County evidence of Technology Errors & Omissions insurance coverage including Risk, Data Breach, and Privacy/Cyber Liability in the amount of \$2,000,000 in the aggregate.

5. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

6. Certificates of Insurance. Ascendant shall furnish evidence of the insurance required in this Agreement. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the work and services rendered under this Agreement. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. Ascendant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

7. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from Ascendant or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or purchasing@clackamas.us.



2017

ClearPoint Response to Clackamas County RFP #2017-91 for Performance Management and Reporting Software

PRESENTED BY CLEARPOINT STRATEGY
NOVEMBER 17, 2017



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Executive Summary

Kimberly Boswell
Clackamas County Procurement Division
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5453
kboswell@clackamas.us

Dear Ms. Boswell,

On behalf of Ascendant Strategy Management Group (doing business as ClearPoint Strategy), I am pleased to submit the following proposal to Clackamas County, in response to your Request for Proposal for Performance Management and Reporting Software.

We are excited to respond to your request because ClearPoint has extensive experience helping municipalities transition from underperforming software tools to our cloud software, ClearPoint. We've worked specifically with municipalities using the Managing for Results model and they are now using ClearPoint across their entire organization to track their performance. These organizations are also sharing their information with their citizens through a public facing dashboard.

ClearPoint is uniquely positioned to help Clackamas deploy a stable, cost-effective, and user-friendly performance management software so that the County can track their Performance Clackamas program. ClearPoint is a modern, web-based application that leverages cloud technologies and easily scales from tens to hundreds of users. In addition, ClearPoint software is supported by a world-class team that understands both technology and performance measurement requirements of leading organizations.

Clackamas County can use ClearPoint to track all aspects of their Performance Clackamas initiative and strategic plan. Each department's strategic business plan can link to the overall strategic plan so that the relationship between departmental work and overall County goals is apparent. The County can track any goals, metrics and projects in ClearPoint, and link them across their ClearPoint account. Users can easily create reports and share results through an online dashboard. All reports and views within ClearPoint can be customized with language and colors that match the County's branding and strategic plan.

As a Founder and Managing Partner, I'm authorized to negotiate on behalf of Ascendant and I'm also an authorized sales representative. If there are any questions, or to schedule a live demonstration, please contact me at 866-568-0590 or my cell phone at 703-599-4300 or tjackson@ascendantsmg.com.

Best Regards,



Ted Jackson, Founder and Managing Partner
ClearPoint Strategy

Background and Qualifications

Firm Description

Ascendant was founded in April of 2008 by Dylan Miyake and Ted Jackson, who had worked together for the previous nine years at Balanced Scorecard Collaborative and Palladium, firms founded by Drs. Kaplan and Norton, creators of the Balanced Scorecard concept. The focus of Ascendant is to help mission-driven organizations manage and execute their strategy. Ascendant has helped some of the premier mission-driven organizations in North America, including the World Bank, the U.S. Office of Management and Budget, the CFA Institute, Catholic Charities, and the Los Angeles Unified School District.

ClearPoint Strategy was initially launched in early 2009 and Ascendant has been enhancing the software with updated versions being released every six months. The number of clients and use of ClearPoint has grown consistently for 8 years, and the application has become one of the most cost-effective software suites on the market. Ascendant provides US-based customer support and is responsible for 100% of the development of the application.

ClearPoint is focused on helping organizations manage more effectively, primarily by providing great performance management and reporting solutions. Many of our clients are leveraging ClearPoint to track all aspects of their strategic plan and to report results out to the public.

Key Individuals' Qualifications

All members of the ClearPoint team are qualified to assist the County in setting up and managing their Performance Clackamas plans in ClearPoint. The main members of the project team will be Joseph Lucco, Andy Foley and Catherine Yochum.

Joseph Lucco has worked with many organizations to design and implement their performance management systems including several local government clients. Specifically, Joseph has worked with Arvada, CO, Fort Collins, CO and Olathe, KS to move from another software vendor who used the MFR process to ClearPoint. Joseph continues to work with each of these clients as they expand their use of ClearPoint and track their strategic plans. Joseph will be the main project manager for this project with the County.

Andy Foley works with many organizations including local governments to setup their performance management process and data integrations. Recent projects include working with the City of Fort Worth, TX to create large data uploads from spreadsheets to ClearPoint, and working with the City of Olathe, KS, to upload Citizen Survey Data in a few minutes, a process that used to take several days. Andy will assist with the setup of the County's ClearPoint account and any data integrations.

Catherine Yochum works with ClearPoint clients to design and build public facing websites that leverage the ClearPoint API to display data from the clients' ClearPoint accounts. Catherine has worked with several local government organizations including Olathe, KS, Arvada, CO, Fort Collins, CO, Germantown, TN, Durham, NC, and Sugar Land, TX. Catherine will assist with the setup of the County's ClearPoint account as well as design and publishing of any public facing views the County would like to implement.

The following pages contain resumes for each of the project team members outlining their experience and qualifications.

Joseph Lucco
Manager

Employment Record/Experience

Ascendant Strategy Management Group, Boston, MA 2014 – Present

MANAGER AND ASSOCIATE CONSULTANT

- Implement and customize ClearPoint Strategy software and training users at nonprofits (such as St. Jude Children’s Research Hospital and Lahey Medical Center) governments (including the cities of Vaughan, ON, Fort Collins, CO, Olathe, KS, Arvada, CO, and Fort Lauderdale, FL), and for-profit companies (such as AIG and Pacific Gas & Electric)
- Support performance management efforts ranging from strategic plan development, performance metrics selection, executive interviews, leadership team workshops, and creating standardized reporting policies and practices
- Contribute and write articles on ClearPoint website to share knowledge on management reporting
- Proactively engage clients through summit gatherings and regular webinars webinars to facilitate strategic planning and performance management networking and sharing of best practices between organizations in the ClearPoint Community

LivingSocial 2011 – 2013

MERCHANT SERVICES MANAGER FOR THE UNITED KINGDOM & IRELAND, LONDON, UK

- Supervised ten Account Managers and three Senior Account Managers overseeing all accounts
- Responsible for management of personnel while driving department strategic vision
- Designed and implemented a quality program to track employee performance
- Interfaced with executive leaders to consult on merchant issues and exchange US business best practices

SENIOR ACCOUNT MANAGER, WASHINGTON, DC

- Managed merchant relationships for Washington, DC with accounts totaling over \$126.6 million and including Cirque du Soleil, the Washington Redskins, The Washington Post, and DC United
- Directed a team of ten Account Managers
- Chosen by Vice President to provide thought leadership in new Tucson office to implement new practices and mechanisms

Ashoka’s Youth Venture, Arlington, VA 2009 – 2011

MID-ATLANTIC PROGRAM ASSOCIATE

- Managed Youth Venture’s DC presence to promote the organization’s mission of changing youth’s role in society by empowering them to create and lead socially conscious organizations and clubs
- Engaged students virtually and in person at 13 partner universities to launch socially conscious projects while designing and implementing an online voting competition for university teams to compete for \$10,000 to fund their projects
- Planned the 2010 and 2011 Youth Venture Summits with university administrators that brought over 200 participants to Miami, FL and Milwaukee, WI for a four day conference on youth social entrepreneurship

Education/Qualifications:

- Duke University, Durham, NC, 2009
Bachelor of Arts, Public Policy Studies and Economics

**Andrew Foley
Consultant**

Employment Record/Experience

Ascendant Strategy Management Group, Boston, MA **2014 – Present**
ASSOCIATE CONSULTANT

- Implements and customizes ClearPoint Strategy software and trains users at nonprofits, government agencies, and for-profit companies, such as the County of Chesterfield, VA and the City of Vaughan, ON
- Assists clients in connecting external data sources to upload automatically into ClearPoint
- Supports ClearPoint Strategy users and troubleshoots any issues encountered, including providing advice on management reporting best practices as they relate to ClearPoint Strategy software
- Analyzes client feedback and support requests for functional enhancements and new features within the application
- Manages internal quality assurance processes for ClearPoint Strategy software prior to release to ensure a smooth transition for all clients

Pinnie Products **2014**
PRESIDENT AND OWNER, NOTRE DAME, IN

- Created new ordering and distribution methods for on-campus student T-shirt sales through the development of a website and fulfillment center
- Managed a five-person sales force of undergraduate students with over 500 orders
- Developed a marketing strategy utilizing social media to extend sales outside of the general student population

F Cubed **2013**
MARKET RESEARCH INTERN, SOUTH BEND, IN

- Conducted market research in the biochip and microfluidics industries, focusing specifically on the global market and endemic diseases
- Collected data and constructed a presentation for National Science Foundation grant funding as well as financial support from the City of South Bend, State of Indiana, and the University of Notre Dame

Education/Qualifications:

- University of Notre Dame, Notre Dame, IN, 2012
Bachelor of Arts, History and Pre-Health Studies
- University of Notre Dame, Notre Dame, IN, 2014
Masters of Science in Business

**Catherine Yochum
Consultant**

Employment Record/Experience

Ascendant Strategy Management Group, Boston, MA

2015 – Present

ASSOCIATE CONSULTANT

- Design and implement custom community dashboards for clients including Fort Collins, Colorado, Olathe, KS, and Sugar Land, TX
 - Use the ClearPoint WordPress plugin and Shortcode Generator to sync data in ClearPoint with a custom WordPress site
 - Communicate page designs to clients and incorporate feedback into final design
 - Outline the division of responsibilities between ClearPoint and the client for managing their community dashboard
 - Provide documentation allowing clients to independently update information from ClearPoint to their community dashboard
- Proactively engage clients through regular webinars to share best practices and advanced features of ClearPoint, as well as through proactive individual check-ins over phone and email to help ensure client success
- Provide on-site training for clients such as the Los Angeles Unified School District and Pacific Gas & Electric, and remote support via email, phone, and live messaging
- Test software features, report technical issues and suggest improvements to user experience

Bowdoin Office of Communications, Brunswick, ME

2013 – 2015

MULTIMEDIA REPORTER

- Conducted interviews, wrote articles, produced video clips, and formatted content for web in WordPress
- Selected, summarized, and formatted articles of interest for Bowdoin's daily email publication
- Co-managed the @BowdoinCollege Instagram account and managed content for the @BowdoinArts Instagram account

The Smithsonian Associates, Washington, DC

Summer 2012

E-MARKETING ANALYST

- Wrote copy describing Smithsonian Associates programs
- Edited and deployed advertising emails in Wordfly
- Conducted research to find potential ticket buyers; created extraction lists of clients in Tessitura CRM software
- Updated pages on the Smithsonian Associates website using Dreamweaver

Education/Qualifications

- Bowdoin College, Brunswick, ME 2015
Bachelor of Arts in Psychology (Frederic Peter Amstutz Memorial Prize, 2015)
Minor in Mathematics

Similar Services Provided

The ClearPoint team has had the opportunity to work with over 35 public sector organizations to implement Performance Management and Reporting software over the last five years. We have implemented a variety of strategic plan frameworks using ClearPoint's customization options and have designed and published several public facing websites so that municipalities can share their information with the public. The following is a list of public sector organizations that we've worked with that are a similar size and had a similar project to Clackamas County:

- City of Olathe, KS
- City of Fort Collins, CO
- City of Arvada, CO
- Sarasota County, FL
- Johnson County, KS
- City of Fort Worth, TX
- Nevada County, CA
- St. Lucie County, FL
- Durham County, NC
- Arapahoe County, CO

We're happy to provide more information on any of the projects we've worked on with these municipalities or a list of all of our public-sector clients. We have included contact information for three of our clients in the References section of our response.

General Requirements

Primary

SaaS solution

- ClearPoint is a Software as a Service product. Users can access the ClearPoint application through any modern browser.

Historical data migration/integration

- The County can elect to enter any number of years of historical data in ClearPoint. Data can be manually entered or automatically loaded from spreadsheets or SQL databases depending on the format of the data and the amount of data. The County can enter historical data on their own or can elect to have the ClearPoint team enter historical information.

Multi-departmental concurrent access

- ClearPoint is a cloud product, so there can be as many users logged in to the system and making changes at any point in time. These users can be from the same department or different departments.

Ability to download into Microsoft Office products

- There are several download and export options available in ClearPoint. All pages in ClearPoint can be exported to PDF and appear the same way in PDF that they appear on the screen in ClearPoint. All data tables and summary reports that are in a grid format can be exported to Excel. All charts can be exported to PowerPoint.

Browser based reporting capabilities:

- Customizable set-up
 - Sorts
 - Groupings
 - Selection criteria
- Graphical representations
- Drill-down
- Performance measure indexing
- Automated scheduling
- There are many different options for reporting on measures, strategies, programs objectives and initiatives within ClearPoint. Reports can be created that show any combination of information from each of these strategic elements. Individual reports can contain a group of elements that can be selected manually or can be selected according to filtered criteria. These reports can also be sorted by any field contained in the report. Users can create charts with any quantitative data and these charts can be included in reports. Summary reports can show high level information for each element and users can click on elements to drill-down to view more detailed information on the element. Users can create an index of measures to view all measures in one place and these reports can be filtered and searched. All reports are kept up to date with new information and users can go back in time in ClearPoint to view historical information. Users can also create published report templates and generate them with new information as needed with one click. Automatic report generation is currently in in our product roadmap.

Ability to create outward facing views of performance data separately from internal system

- Any information and summary views built in ClearPoint can be published to a public facing website. This information can be separate from information in the internal system to allow for information to be changed on the internal system before it is published. ClearPoint has multiple ways of publishing information. One is to send information to a public facing website in a similar fashion as briefing books. This is called HTML Publishing and reports are exported as an HTML webpage. We've included HTML publishing in this proposal.
- Another option is to create a Community Dashboard using the ClearPoint WordPress widget. This dashboard would allow the County to publicly display selected information in ClearPoint, onto a branded website so that it is available to the public. The site can be customized so that it matches the rest of the County's website.

Data visualization capabilities:

- **Charts**
- **Graphs**
- **Multiple dashboard components**
- **Multiple output components**
- Performance data can be displayed in charts to show trends and any specific point in time data. ClearPoint uses the charting engine HighCharts to display data. There are charts built into ClearPoint that users can choose from, or they can build custom charts with the County colors, shapes, etc. if needed. These charts can be displayed on the page for each performance measure and they can also be pulled into dashboards to display multiple performance measures in one view. Charts can be exported with other information to PDF or can be exported individually to PNG, JPEG, PDF, or SVG.

Ability to record, update, and track strategies, programs, objectives, project tracking, and action items

- There are several different element types available in ClearPoint and the County can customize ClearPoint to match the language of their strategic plan. This means that the County can add strategies, programs, objectives, projects and action items to ClearPoint and track them over time. ClearPoint will store all historical information and users can provide updates monthly, quarterly, annually or any other time frequency.

Ability to export data for Ad-Hoc reporting with the most current data

- Users can create reports and export them at any time. These reports can have the most current data, or users can create reports with data from the past.

Ability to capture attributes of strategies, programs, objectives, project tracking, and tasks such as:

- **Long descriptions**
- **Short descriptions**
- **Notes**
- **Images**
- **Links**
- There are several default fields built into ClearPoint that the County can use to capture information. The County can also add an unlimited number of custom fields to ClearPoint to track additional attributes including short and long descriptions, notes, images and links. The

County can choose from many field types including text, HTML, image, discussion, links, picklists, etc.

Ability to assign an unlimited number of attributes to performance metrics

- The County can add an unlimited number of custom fields to ClearPoint in order to track any attributes for each performance metric. Custom field types include text, HTML image, discussion, links, picklists, etc.

Ability to assign/maintain relationships between metrics and strategies, programs, program objectives, departments, initiatives, funding, priorities, and tasks

- Any elements in ClearPoint can be linked to one another to show the relationship between the elements. Elements of the same type can be linked using a parent/child relationship to show their hierarchy.

Ability to design unique and personalized applications for specific user groups

- User access to ClearPoint can be assigned by scorecard (or folder) within ClearPoint. Administrators can customize the language and colors used in each scorecard, as well as any reports that are available, depending on the user groups that have access to the scorecard.

Uses role-based security

- Administrators can set up user groups within ClearPoint to control user access to the system. Groups can be set up and defined by role if the County chooses.

Ability to schedule full and incremental backups of all business and configuration data

- Backups are log shipped every 15 minutes to the Disaster Recovery server which is in a separate location as the main servers. The County can choose to export information at any time. The County can also take a 'snapshot' of their ClearPoint account at any time if they'd like to preserve information at a certain point in time.

Ability to attach various file types such as PDF, JPEG, and PNG as supplemental documentation

- Users can attach PDFs, JPEGs and PNG files to any element in ClearPoint to provide supplemental documentation.

Provides an audit trail of all activity within the system

- The account administrator for the County has access to a system wide revision history. All actions that take place in ClearPoint are logged in the revision history and are time, date and user stamped. If the change is an update to a field for an element, the administrator can see the before and after values and revert to the original value if needed.

Logic testing to alert users of invalid measure values

- Automatic evaluations can be set up for any measure in ClearPoint. Evaluations can be set up so that if values fall outside of a specific range, the evaluation alerts a user to the invalid value.

Save and auto save features

- Users can edit multiple fields on a page and are forced to save before moving to another page. If an edit has been made and a user tries to navigate away from the page, a notification will appear asking the user to save or discard the change. Users can also save their changes at any time by clicking on the save icon in ClearPoint.

Mobile access with internet and/or mobile application

- ClearPoint is a fully mobile responsive application. Users can log in to their ClearPoint account from any mobile device and access ClearPoint via the browser on the device.

Ability to configure workflows as needed

- There are several features in ClearPoint that support workflow management including owner fields, action items and e-mail notifications. Any element in ClearPoint can be assigned as an "owner." Typically, this is the person responsible for updating the element when a change is made. ClearPoint can be configured to automatically send e-mail notifications to owners or they can be sent manually. A user can opt to have a notification sent to them anytime that something they own is edited or updated. Administrators can also schedule or manually send reminder e-mails to element owners when they need to make an update. These reminder e-mails can be sent to individual people or filtered to send to anyone who owns something that hasn't been updated within a certain time frame. When a user receives a notification e-mail, the e-mail contains a linked list of the elements that need to be updated. If the user is signed in, they can use these links to navigate directly to the element pages. Some clients have used a custom picklist to create a workflow process. Within the picklist, there are fields like "submitted, approved, denied, etc." and then custom lists are formed to show the elements in each section.

Provides automated email notifications

- Users can set up notifications so that they are alerted when certain changes are made in ClearPoint. Users will receive these alerts in ClearPoint and via email if they choose. Administrators can also send email reminders to users to remind them to update their performance elements.

Secondary**Built-in statistical functions beyond averages and trendlines.**

- There are a variety of calculations that can be set up in ClearPoint including averages, YTD calculations, variance, etc. Basically, any calculation that you can set up in excel, you can set up in ClearPoint. Calculations can pull data from any element in ClearPoint, including other measures and other scorecards.

Ability to assign weights to metrics

- Users can track the weight of a metric in a data table and use it in a calculation, track a weight in a custom field, or measures can be weighted to be used in automatic objective evaluations.

Ability to integrate with a Geographic Information System ("GIS")

- ClearPoint can hold aggregated data from other systems, including GIS systems. ClearPoint can pull data directly from SQL databases. Users can also put links to visualizations from GIS software. We're happy to talk with the county about the possibility of specific integrations with the County's GIS system.

Built-in project management function (i.e., GANNT charts, notifications, etc.)

- ClearPoint initiatives can be used to track projects in ClearPoint. ClearPoint will automatically build a GANTT chart for all initiatives entered in ClearPoint and includes any milestones or sub-

projects within the initiative. Users can set up notifications when different changes are made to their initiatives if needed.

Ability to assign tasks to individual users and track performance

- All elements in ClearPoint can be assigned an Owner. This is usually the person responsible for completing the task or updating the measure. Users can view how they are doing on their individual tasks through customized reports that are filtered by user.

Built-in benchmarking capability using data from other sources

- The ClearPoint Municipal Measures Library is a place for municipalities to share information with one another. Participating organizations can see demographic information about other municipalities and can add their measures to the library. They can also search the library for measures using keywords, by category, or by organization. Each measure also has a contact person at the contributing organization. The account administrator for the County will be able to add measures to their own account that they would like to begin tracking and can contribute measures to the library.
- The County can also pull information from other sources including spreadsheets into their own measures to benchmark against it.

Standardized interface with other systems such as Accela, Survey Monkey and People Soft:

- ClearPoint does not have a standard interface with other systems. The ClearPoint Data Loader can be used to pull data from excel files, CSV files and SQL databases into data tables in ClearPoint. If these systems use a SQL database, they can be integrated with the Data Loader. There are current ClearPoint users who export data from Survey Monkey to excel and then upload it directly to ClearPoint. There are also clients who use the Data Loader to load data from other Oracle systems. The ClearPoint API is available for further integration as needed.

Implementation and Project Management

At ClearPoint, we have a very collaborative process that is designed to transfer knowledge from our team to yours. The project plan is outlined below. Based on the availability of data from your team, we could be up and running within 8 weeks from award date. The exact plan, however, would be developed in conjunction with your team based on your requirements. We also believe that critical to a successful implementation is the involvement of a core team at the County throughout the process.

The first phase is called initial configuration. In this phase, we will send questions to the core team at the County and set up a phone interview. We will ask for all documentation related to the strategic plan and an outline of the structure and elements that will be tracked in ClearPoint. We will then setup ClearPoint with the appropriate custom fields, reporting periods and layouts.

The second phase is for data entry. There are two types of data. The first is that of the scorecards themselves. We will enter the strategic elements including indicators, milestones, goals, etc. We will design any calculations and evaluations based on the requirements of the County. We will also link the strategic elements together as needed. Our assumption is that the County core team can provide organized information so that this phase can be accomplished efficiently. The second type of data entry is the measure data. We will work with the County to determine how many years of historical data should be entered.

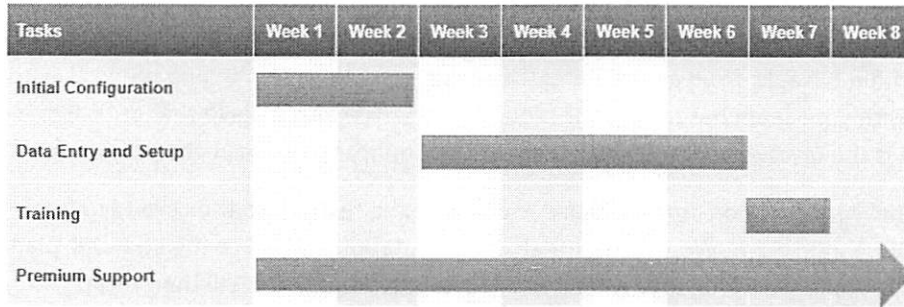
As we understand it, there may be 1000 to 2000 measures across various departments that would need to be moved from a CSV file to ClearPoint. As a result, there will be a lot of manual moving of information from one system to the next. We understand that the County spent a lot of time setting up the original system, and would not be interested in redoing this effort, so for this proposal, we have scoped the work so that the ClearPoint team would do most of the work. We believe that this will be an effort of 15 days to set up 1000 measures and their historical data, and 1000 measures that do not have historical data. This will be proposed as a not to exceed amount, so if we can do the implementation in less time, we will, and if Clackamas decides to do some of the work, we will do less time also.

Once the strategic elements and data are entered into ClearPoint, we will work with the County team to determine what reports need to be built in ClearPoint. We will help design and build the report templates so that users can easily create reports when needed.

The third phase of implementation is training. Since the County is projecting 80 users, we are assuming that training can be completed within 2 days. Two ClearPoint trainers will travel to Clackamas County to train end users and administrators. Our assumption is that we will have training classes of 20 updaters at a time, so if Clackamas wants smaller training groups or doesn't have a room that can accommodate that, we may need to budget for an additional day of training. The core of the training is described below.

During this implementation process and throughout the use of ClearPoint, we are offering Premium Support to the County. We describe the support in full below, but it basically means we will be providing proactive outreach, in-app messaging, telephone support, and email support throughout the time that you will be using ClearPoint. You should expect no more than a four-hour response time, and typically we will respond within 30 minutes (or we will answer the phone or messaging within 1 minute).

Project Plan:



Training

At ClearPoint Strategy, we believe the best way to learn ClearPoint is to login and use ClearPoint. We prefer to get users in a room and show them how to login and then encourage them to login and repeat some simple exercises in ClearPoint with the guidance of expert support. We will use both a training scorecard and users will have access to their live scorecard if they brought their own data to manage in ClearPoint.

For the purposes of this proposal, we are anticipating conducting two days of on-site training courses. We will also provide office hours for these staff so that they can ask individual questions with their own information in a one-on-one setting. The County will need to provide computers or laptops with high-speed internet and a common space or computer lab with a projector screen for the training courses. Training sessions will be interactive and will be led by ClearPoint staff.

Summaries for each training session are included below.

End User (Division/Department BSC Owners, Measure Owners, and Report Liaisons) Training will focus on how to effectively use ClearPoint to manage strategy. It includes an overview of objectives, measures, initiatives, and action items. Participants will then have the opportunity to edit and update elements, create charts, enter data and action items, create custom summary and detail layouts and generate reports.

Administrator (BSC Administrators and IT support staff) Training will focus on how to configure ClearPoint for use by end users. In addition to the topics covered by the end user training, it includes security, adding and removing users, adding and removing scorecards, and configuring custom fields. We will also discuss best practices for managing ClearPoint as part of the County’s larger reporting process.

As necessary, the actual duration and number of training sessions as well as the number of designated users in attendance may be adjusted by mutual agreement between the County and ClearPoint.

Support

ClearPoint licenses include basic support. In this proposal, we've included two licenses for "Premium Support" which allows the named user to request and receive advanced Help Desk support services from a qualified Technician or ClearPoint Engineer throughout the year.

ClearPoint Support Options	Basic Support	Premium Support
Access to Support Forum	Included	Included
Email Support	24-Hour Response	4-Hour Response
Telephone Support		Included
Live in-app messaging		Included
Video Screen-Sharing Support		Included

All requests should be channeled through a designated County support contact who will relay the questions to the ClearPoint Support Team to schedule phone, email, or screen sharing sessions as needed.

Distinguishing Factors

At ClearPoint, we typically do not focus on the features of other reporting software. However, here are some features we noticed are in ClearPoint that may not be in other strategy execution tools.

- Initiatives – The ability to track projects across your organization with Gantt Charts and any number of custom fields to track results. Initiatives can be linked to objectives and measures.
- Strategy Maps – The ability to graphically display your strategic plan with status icons and drill-down capability.
- Custom Fields – Create fields that hold graphics, data from other parts of ClearPoint, HTML formatting, picklists, and other elements.
- Chart Flexibility – The ability to select and customize any chart type you choose and make it the default chart for your organization.
- Briefing Books – The ability to create reports from multiple places across ClearPoint into one PDF document with hyperlinks embedded to allow for navigation throughout the PDF document without internet access. Every link within ClearPoint is replicated within the PDF.
- Unlimited Summary Views – The ability for an end user to design a view of objectives, measures, initiatives, and action items with custom filters and any fields available in ClearPoint.
- Export – The ability to PDF, print, export to Excel, XML or SQL any information in ClearPoint including data and text. Charts can also be exported to PowerPoint.
- Data Loader – The ability to link directly to databases and spreadsheets to load data into ClearPoint on a scheduled basis.
- CSS Formatting – The ability to customize the look and feel of the application based on common table formats, headers, footers, and line item formatting. Many organizations change ClearPoint to match their branding.
- Publishing – The ability to take any element in ClearPoint and publish it to a website for taxpayers or citizens to view.
- Alignment Reports – The ability to see how elements are linked from departments to divisions and to the full municipal strategy.
- ClearPoint Dashboard Integration – The ability to integrate your ClearPoint account with an online dashboard so that information and data only needs to be updated in one place.

Again, we are not intimately familiar with other applications, but we think these may be key differentiators of ClearPoint as we look at other options available.

Scope of Work

General Practice and Compliance

Does your organization have a documented and provable information security policy in place the details your information protection program for both logical and physical security?

- Yes, we have a documented information Security Policy.

Is the information security policy internally reviewed and updated on a periodic basis? If so, what is the frequency of the review?

- Yes, it is reviewed and updated annually.

Provide a copy of your information security policy.

- We have included our Information Security Policy as a separate document.

Do you outsource any processing to another third-party provider? If so, provide a list of third-party providers.

- We do not outsource any process to other providers. All of the ClearPoint servers are hosted in the AWS cloud and all processing is performed by code and systems that Ascendant manages and maintains with no outside intervention. The underlying hardware provided by AWS is also monitored 24/7 by Amazon from an operational standpoint, however they have no direct access to the systems.

If outsourcing is done, have you evaluated that the security policies of the provider comply with your own?

- We do not use outsourcing.

If outsourcing is done, are any of your outsourced providers' facilities located outside of the United States? If so, list all countries.

- We do not use outsourcing.

In order to protect the confidentiality of the County's confidential information, does your organization insure that:

- Information and services are provided only to those authorized?
- Information is protected so that it cannot be altered maliciously or by accident?
- Information and services are provided in conjunction with your disaster recovery and business continuity planning?
- Yes, we ensure that only employees who need access to County data and confidential information in order to assist the County have access to data. Data is protected and we follow all of our disaster recovery and business continuity policies.

Does your organization maintain a business continuity and/or disaster recovery plan?

- Yes, we have a disaster recovery plan.

Is the business continuity and/or disaster recovery plan internally reviewed and updated on a periodic basis? If so, what is the frequency?

- Yes, the disaster recovery plan is reviewed and updated annually.

When was your organization's last data center audit?

- ClearPoint's architecture is powered on the AWS Cloud. Please see <https://aws.amazon.com/compliance> for more details.

What certifications or third-party attestations do you have?

- Given that our infrastructure runs on the AWS Cloud, we comply with all of their compliances and certifications. Please see <https://aws.amazon.com/compliance> for more details.

Systems and Network Security**Does your organization have functionally separate security and systems staff and/or departments?****Provide a brief description.**

- ClearPoint is a small organization and our security and our technical department is responsible for security and the maintenance of the ClearPoint application. That being said, technical user accounts are permitted in a least permissive approach, where a given team member can only maintain components, systems, and any security rules based on job need and responsibility.

Are your employees and contractors required to sign confidentiality agreements?

- Yes, all employees are required to sign a confidentiality agreement. We do not work with contractors.

Do you have a mandatory security awareness program in place for employees to make them aware of confidential information, the organizations security policies, and standards and good security practices?

- Yes, we review all security measures, policies and good practices with new employees and as policies are updated and changed.

Are procedures in place for reporting and responding to possible security incidents?

- ClearPoint is constantly monitored for activity and usage 24/7. This is not limited too but includes the monitoring of hardware and system resources provided by the offered solution, performance and behavior of the software application, network traffic and security oriented situations – all of which empower the proper functionality of the ClearPoint application in a secure, reliable and effective way.
- As part of our employee training and security awareness program and policies, employees are instructed to report any incidents observed in any fashion to their supervisor as soon as possible.

Is penetration testing conducted at least annually to determine vulnerability of network and to determine the level of damage that could occur if compromised?

- Qualys provides daily perimeter scanning and weekly application scanning. Other than the scheduled Qualys scanning, 3rd party scanning happens upon the request from a client/prospective client. Internal vulnerability scans are run on a periodic basis.
- Results of all scans are reviewed internally, and any necessary steps are implemented as needed based on severity, impact, and any potential risk to perform those steps.

Does your organization use a local Intrusion Prevention System(s) (IPS)?

- ClearPoint has implemented the use of CloudFlare as our edge/perimeter firewall. This service provides IPS features, as well as other things such as DDoS protection, Security Filters for network traffic for common threats, DNS configuration, Smart Caching, etc.

Do you log unauthorized access attempts to the system and/or network?

- System level access is heavily restricted by SSH Keys, VPN only access, and physical user accounts on the server.
- Network component access is restricted to a user by leveraging the AWS Identity and Access Management (IAM) service in a least permissive fashion using policies attached to user accounts and our user groups to allow the user to perform necessary job duties.
- All AWS components and system access is monitored using AWS CloudTrail, which is a record of any action performed on any AWS resource.
- All server access is logged.

Do you preserve event logs in case of a breach or investigation? If so, how long are logs retained?

- Yes, all logs are retained for a 30-day period.

Are logs kept in a secure, central location, separate from the system components?

- Yes, all logs are stored in the AWS CloudWatch service, which is a centralized log storage service, external to any servers, applications or components.

Are operating system patches and updates applied in a timely manner?

- Patches are applied as needed to the ClearPoint application after sufficient application testing. Critical patches are installed within days of release, while non-critical patches are applied during scheduled application downtime.

Is appropriate anti-virus software employed and regularly updated?

- Yes.

Would County data be housed in the continental United States?

- Yes, the ClearPoint main datacenter is in Ohio and the Disaster Recovery location is in Oregon.

Application Security**Are logical security measures in place to protect County data from modification, disclosure, and destruction?**

- At the server layer, database and filesystem access is restricted on a least permissive model, where users with access are selectively given permission to resources based on job duties.
- At the application layer, Ascendant has logical security measures in place to protect all client data. This includes an information security policy, as well as limiting access to County data to only employees who need access to data in order to assist the County.

Will County data be securely segregated from the data of other customers? If so, how is that accomplished in a multi-tenant environment?

- ClearPoint is a multi-tenant application and client data is securely segregated. All client information is tagged with a unique identifier and can only be accessed via the application server if the unique identifiers match.

Will encryption be used on County data during transmission and at rest? If so, indicate the encryption to be used and where.

- ClearPoint utilizes industry standard 128-bit SSL encryption to ensure the safety and security of all user communications between the ClearPoint datacenter and any client software. The SSL certificates make use of an RSA 2048 bit key, over the TLS 1.2 protocol. At the network layer, ClearPoint uses a dedicated firewall between the web servers and the Internet. Only HTTPS traffic (TCP 443) is allowed through this firewall. Firewall rules are reviewed quarterly or as needed by changes to the configuration. All changes to the firewall configuration are logged and approved by Ascendant management before application. ClearPoint also leverages a web application firewall that monitors and filters the URL strings and page content to ensure against cross-site scripting and SQL injection attacks.

Under what circumstances are authorized employees and sub-contractors authorized to handle or view County data?

- Authorized ClearPoint employees have access to County data only when County users request assistance in using their ClearPoint account or configuring data in ClearPoint. We do not work with any sub-contractors.

Are reviews conducted to validate the user access is appropriate? If so, how often are reviews conducted?

- Ascendant periodically reviews all system and network access of its employees and how it relates to the level of access of each employee.
- Ascendant reviews access to applications as needed. The County is responsible for reviewing and managing their own users' access to ClearPoint.

Do you immediately disable or modify access entitlements when an employee's status changes, such as termination or transfer?

- When a ClearPoint employee's status changes we immediately remove their access to all systems.

Who is responsible for the administration of user profiles (the County, your organization, or others)?

- The County is responsible for administering user profiles and user access to ClearPoint from within the application.

Do you have a separate application development environment from your production environment?

- Yes, we use separate environments for various disciplines that fall into our development process to ensure proper functionality of the system prior to any updates in production. These disciplines include but are not limited to development, unit testing, integration testing, user acceptance testing, and quality assurance testing.

Is there a separate test environment?

- Yes, we use a test environment that is separate from both the production environment and the various development environments.

Service Levels and Support

How often are product updates, patches, and enhancements released?

- We release new features and enhancements to ClearPoint about every six months. Patches to ClearPoint are made as needed and after comprehensive testing.

What is the current version of your system?

- All clients are currently using ClearPoint 11.0. Version numbers are changed for major releases.

Are updates mandatory? Can the County elect not to update to the next version?

- ClearPoint is a SaaS product and so all updates are mandatory and are automatically applied to the County’s account.

Describe your help desk/technical support capabilities including telephone, email, and chat window.

- All County users will have access to the ClearPoint Support Center. The main administrators for the County account will also have Premium Support. Premium Support allows the administrators to call, email and in-app chat with the ClearPoint Support Team.

ClearPoint Support Options	Basic Support	Premium Support
Access to Support Forum	Included	Included
Email Support	24-Hour Response	4-Hour Response
Telephone Support		Included
Live in-app messaging		Included
Video Screen-Sharing Support		Included

What is your uptime guarantee?

- The uptime guarantee for ClearPoint, as described in our SLA, is a Monthly Uptime Percentage of at least 99.7% during any monthly billing cycle.

What refunds are available if the guaranteed uptime is not met?

- In accordance with our SLA, we provide service credits if the guaranteed uptime is not met. Service Credits are calculated as a percentage of the total charges paid by you for ClearPoint for the billing cycle in which the error occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.7%	10%
Less than 99%	25%

Provide a copy of your standard Service Level Agreement

- Please see Appendix A for a copy of our Service Level Agreement.

Fees

Based on the information in the RFP and the answers to the questions we received, we made the following assumptions in the project plan and cost proposal. In order to get discounted update-only users in ClearPoint, you need to purchase a minimum of 25 full-access users. Thus, rather than 5 full-access and 75 update-only users, we have allocated 25 full-access and 55 update-only users.

- 25 Full-Access users
- 55 update-only users
- 2 days of onsite training
- 15 days of setup

Deliverable	Description	Price Year 1	Price Years 2-5 (each year)
ClearPoint SaaS Software User Licenses	25 Licensed users (\$600/user/year)	\$15,000.00	\$15,000.00
	55 Discounted update-only users (\$120/user/year)	\$6,600.00	\$6,600.00
	Unlimited view-only users	Included	Included
Premium Support	2 named contact	\$7,000.00	\$7,000.00
	Concierge Setup Service	\$1,500.00	\$1,500.00
Training	2 Onsite training days (\$3,000/day)	\$6,000.00	N/A
	Travel Expenses (not to exceed)	\$5,000.00	N/A
Scorecard Setup	15 days (\$1500/day)	\$22,500.00	N/A
Data Loader	Load your data from spreadsheets and databases on a scheduled basis	\$5,000.00	\$5,000.00
Single Sign-On	Login with your company username and password	\$500.00	\$500.00
Html Exports	Export non-password content to HTML for your intranet site or public site	\$2,500.00	\$2,500.00
Subtotal		\$71,600.00	\$38,100.00
Package Discount		(\$6,600.00)	(\$6,600.00)
Total		\$65,000.00	\$31,500.00

User Licenses

Included in the Enterprise Package are 25 full "Editor/Administrator" users (users that can add, edit, and update information in ClearPoint). Additional "Editor/Administrator" users can be added on a pro-rated basis for \$600/year. Based on the requirements in the RFP, we've included 55 update-only users. Additional update-only users can be purchased for \$120/year. Also included are an unlimited number of view-only "Browser" users.

Support

All users have access to Basic Support, which includes email and online forum support with a 24-hour response time. As a subscriber to the ClearPoint Enterprise Package, the County will also have “Premium Support” which allows two (2) named contacts to request and receive 4-hour priority email and telephone support services from a qualified ClearPoint Engineer throughout the year.

ClearPoint Support Options	Basic Support	Premium Support
Access to Support Forum	Included	Included
Email Support	24-Hour Response	4-Hour Response
Telephone Support		Included
Live in-app messaging		Included
Video Screen-Sharing Support		Included

Additional Premium Support named contacts may be added as needed for \$3,500 per year.

Training

All training options would be jointly designed with your administrator and the ClearPoint trainer and would cover the topics below.

Basic Training	Advanced Training
<ul style="list-style-type: none"> • Logging into ClearPoint • Changing your password • Accessing Support Forum • Understanding reporting periods • Understanding “edit” vs. ‘update’ • Inline editing pros and cons • Editing your scorecard • Using the HTML editor • Printing a page • Exporting to Excel • Generating PDF briefing books 	<ul style="list-style-type: none"> • Managing user access rights • Aligning department scorecards • Configuring status indicators • Configuring reporting periods • Configuring custom fields • Defining and using fiscal years • Generating custom reports • Developing custom grid views • Configuring measure series • Using calculated fields • Configuring external data sources • Configuring projects and Gantt charts

You have the option to add additional onsite training. Onsite training has the benefit of having an instructor in the classroom to answer questions and see challenges as they take place on participants’ screens. Travel expenses for onsite trainings are billed at cost. We have included 2 days of onsite training in this proposal. Additional days of onsite training can be purchased for \$3,000 per day.

We have included the cost of travel expenses in the proposal and they are not to exceed \$5,000. This assumes that there will be two trainers, 2 nights in a hotel, and the training will be completed in one trip.

Scorecard Setup

The Enterprise Plan includes concierge setup service, which means that the ClearPoint team will work with the County for ½ day of configuration, setup, and administrator training. This is usually enough to get the language and structure of ClearPoint in place for any custom approach to managing strategy. Leftover time would be spent giving remote training to the client administrator of the account.

The County is responsible for creating and maintaining its scorecards, including categories, objectives, measures, initiatives, and action items. The County is also responsible for meta data on these elements including information such as descriptions, owner, data source, dates, and any custom fields.

As an optional service, Ascendant can assist with initial configuration, organizational alignment, data entry, structuring Excel and Text file data imports and designing custom dashboards. This service is billed by the day and can be completed on-site or remotely. In this proposal we've included 15 days of setup. Based on the information from the County (1000 measures with historical data and 1000 measures without data, provided in CSV format), we estimate that it will take the ClearPoint team approximately 15 days to set up the information in ClearPoint.

Setup	Price	Total Fees
System configuration and setup	\$1,500 per day – 10 days	\$15,000.00
Data entry for historical data	\$1,500 per day – 5 days	\$7,500.00
Setup Total		\$22,500.00

ClearPoint Data Loader

The ClearPoint Data Loader connects your on-premise data sources to ClearPoint. The Data Loader can tap into any database that can be SQL queried as well as XLS and CSV files. Data can be uploaded to ClearPoint on a scheduled basis including daily, weekly, monthly, and quarterly.

Single Sign-On

Improve your security and remove your concerns about supporting and resetting passwords by integrating ClearPoint with your Single Sign-On process. We partner with Ping Identity to support SAML 2.0 standards for Single Sign-On. User permissions would still be managed within ClearPoint.

Html Exports

Exporting to Html allows all Enterprise Package clients to export information from ClearPoint into non-password protected web pages. This would allow you to put information from ClearPoint on your intranet site or any other internal site for your employees access only.

API Access

ClearPoint has a documented REST API. We already leverage the API in the Data Loader, Community Dashboard Plugin and throughout the application itself. You can use the API to GET, POST, PUT, and DELETE information in ClearPoint. Our documentation shows you all of the calls and schema to implement the calls for your own applications and needs.

References

City of Olathe, KS

Located in northeastern Kansas, Olathe is the fourth most populous city in the state, and fourth largest city in the Kansas City metropolitan area. ClearPoint Strategy has supported Olathe's transition from a previous software solution that supported the MFR process to ClearPoint through training and additional Premium Support. City staff have been responsible for setup and configuration. Olathe transitioned to ClearPoint in 2014 and is now leveraging the Data Loader within ClearPoint to upload hundreds of series across hundreds of measures in more than 20 departments to ensure data integrity across its organization. Olathe also recently published a Community Dashboard. The ClearPoint team helped to design, build and deploy the website and continues to make updates as needed.

Name: Ed Foley
Title: Performance Analyst
Email: EW Foley@olatheks.org
Phone: (913) 971-8764
Dashboard Link: <http://olathe.clearpointstrategy.com/>

City of Arvada, CO

The City of Arvada began using ClearPoint in the spring of 2016 to manage performance measures across their departments. They moved from a previous software solution that supported the MFR process to ClearPoint as they found ClearPoint easier to use, had better charting options, and would allow the city to import data directly from city databases like Oracle. The City uses ClearPoint each month during their strategy review meetings for each department to quickly and easily review measures that need improvement with city management. Each department within Arvada also uses ClearPoint specific to their needs including for measure tracking and project management. The City published a public-facing community dashboard to share their performance with citizens.

Name: Kelley Hartman
Title: Performance Budget Manager
Email: khartman@arvada.org
Phone: (720) 898-7513
Dashboard Link: <http://arvada.clearpointstrategy.com/>

City of Fort Collins, CO

The City of Fort Collins is the fourth most populous city in Colorado, and is home to Colorado State University. Fort Collins was named Money magazine's Best Place to Live in the U.S. in 2006, won 2nd in 2008, and 6th place in 2010. ClearPoint successfully transitioned the City of Fort Collins from a previous software vendor to ClearPoint Strategy. ClearPoint associates imported their data, setup their scorecards, and customized their account to meet their needs. After client review and acceptance of the setup, ClearPoint associate consultants conducted two days of on-site training during one trip to Fort Collins in 2013, and one day for strategy map consultation and administrator training in 2014. ClearPoint is also managing the Fort Collins Community Dashboard by leveraging the ClearPoint API to provide current information in a responsive website for citizens of the city.

Name: Lawrence Pollack
Title: Budget Director
Email: LPollack@fcgov.com
Phone: (970) 416-2439
Dashboard Link: fortcollins.clearpointstrategy.com

Attachment A: System Requirements Questionnaire

Score Key

Score	
0	Requirement cannot be met.
1	Requirement can be met with extensive customization (5 or more hours of programming time).
2	Requirement can be met with minor to moderate customization (0-4 hours of programming time).
3	Requirement is met without customization.

Primary Requirement	Score
SaaS Solution	3
Historical data migration/migration	3
Multi-departmental concurrent access	3
Ability to download into Microsoft Office products	3
Browser based reporting capabilities:	
Customizable set-up	
Sorts	3
Groupings	3
Selection criteria	3
Graphical Representations	3
Drill-Down	3
Performance measure indexing	3
Automated scheduling	1
Ability to create outward facing views of performance data separately from internal system	3
Data visualization capabilities:	
Charts	3
Graphs	3
Multiple dashboard components	3
Multiple output components	3
Ability to export data for Ad-Hoc reporting with most current data	3
Ability to capture attributes of strategies, programs, objectives, project tracking, and tasks such as:	
Long descriptions	3
Short descriptions	3
Notes	3
Images	3
Links	3
Ability to assign unlimited number of attributes to performance metrics	3
Ability to assign/maintain relationships between metrics and strategies, programs, program objective, departments, initiatives, funding, priorities, and tasks	3
Ability to design unique and personalized applications for specific user groups	3
Uses role-based security	3
Ability to schedule full and incremental backups of all business and configuration data	3

Ability to attach various file types such as PDF, JPEG, and PNG as supplemental documentation	3
Provides an audit trail of all activities within the system	3
Logic testing to alert users of invalid measure values	3
Save and auto save features	3
Mobile access with internet and/or mobile application	3
Ability to configure workflows as needed	3
Provides automated email notifications	3
Secondary Requirements	
Built-in statistical functions beyond averages and trendlines	3
Ability to assign weights to metrics	3
Ability to integrate with Geographic Information System (GIS)	1
Built-in project management function (i.e., GANTT charts, notifications, etc.)	3
Ability to assign tasks to individual users and track performance	3
Built-in benchmarking capability using data from other sources	2
Standardized interface with other systems such as Accela, Survey Monkey, and PeopleSoft	2

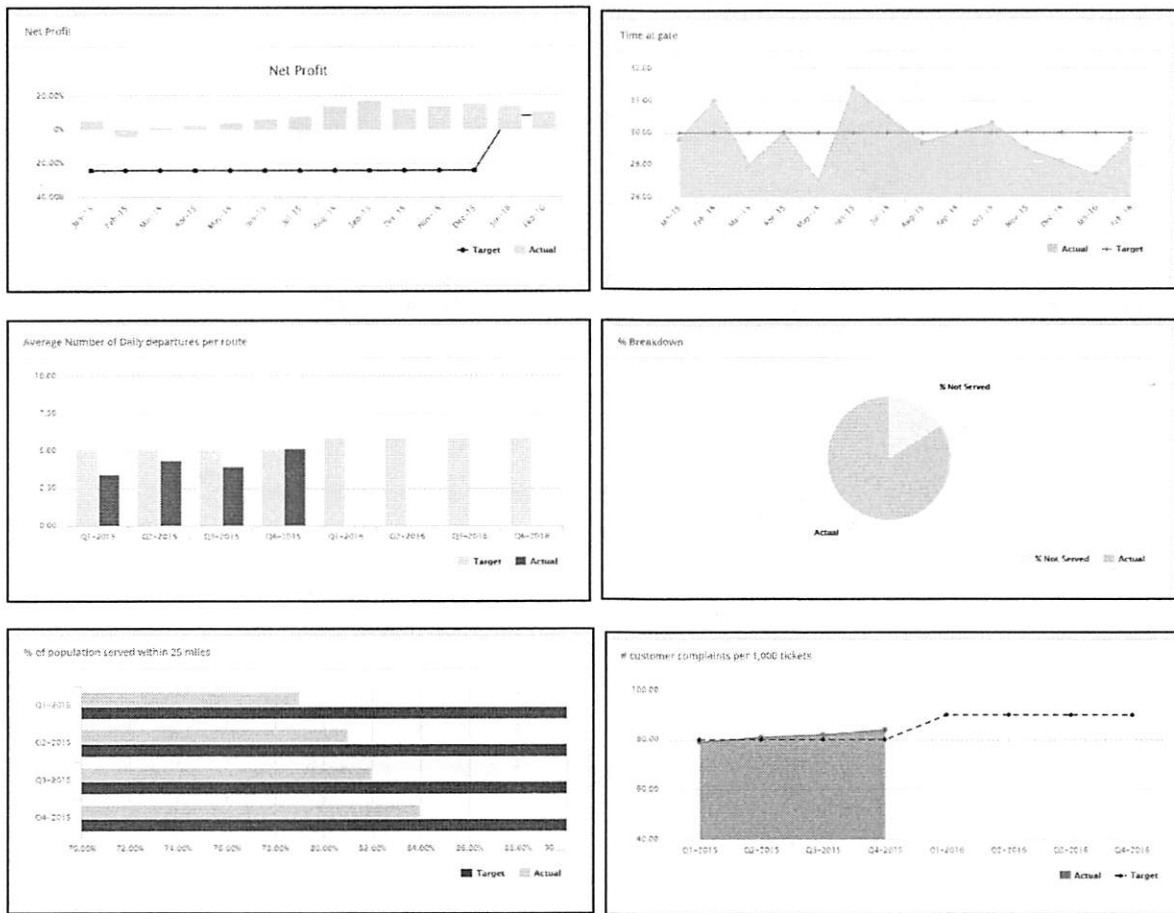
Additional Items

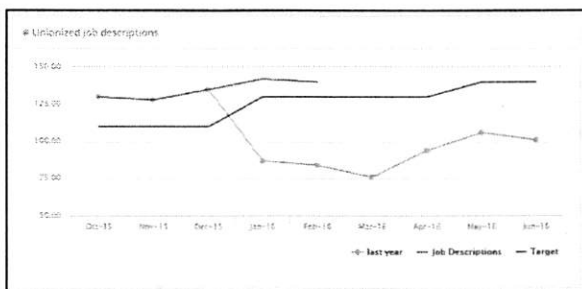
Data Visualization Examples

Once data is in ClearPoint, there are many different options for creating charts and data visualizations. We use a charting engine called HighCharts. There are lots of default chart types available in ClearPoint, and many options for customizing the charts to show data as needed. Some options include changing the colors, chart type, the data series that show on the chart, the number of historical periods on the chart, legends, axis titles, data labels, etc. Users can also use JSON to customize charts further. Here are some samples of charts available with HighCharts (<https://www.highcharts.com/demo>).

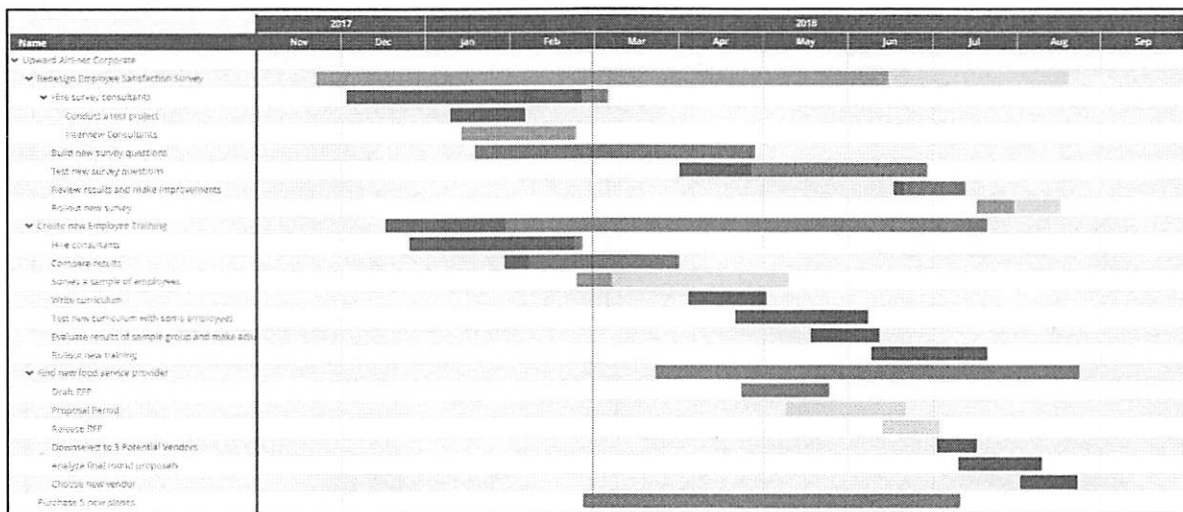
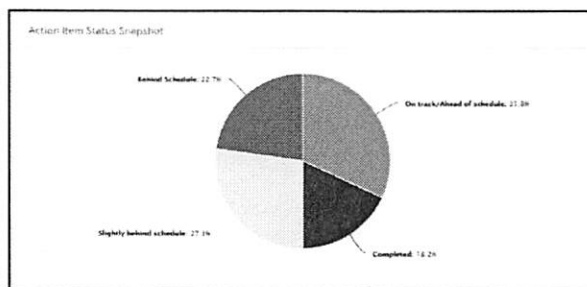
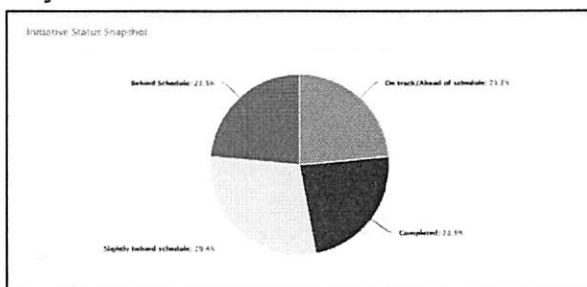
The following screenshots are examples of charts from within ClearPoint.

General charts:

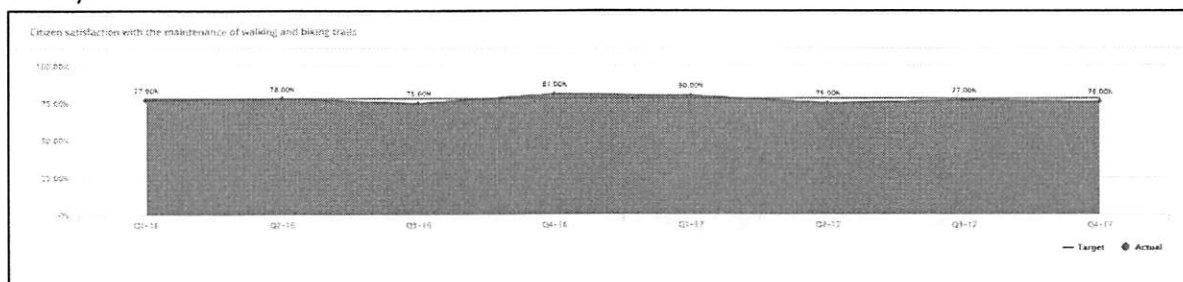


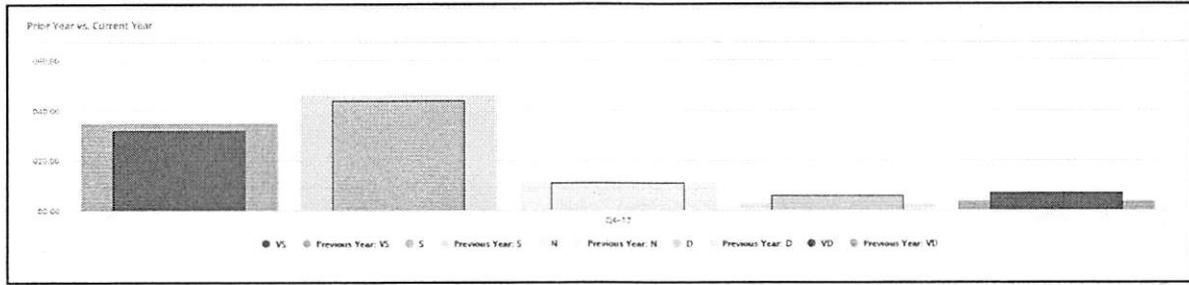
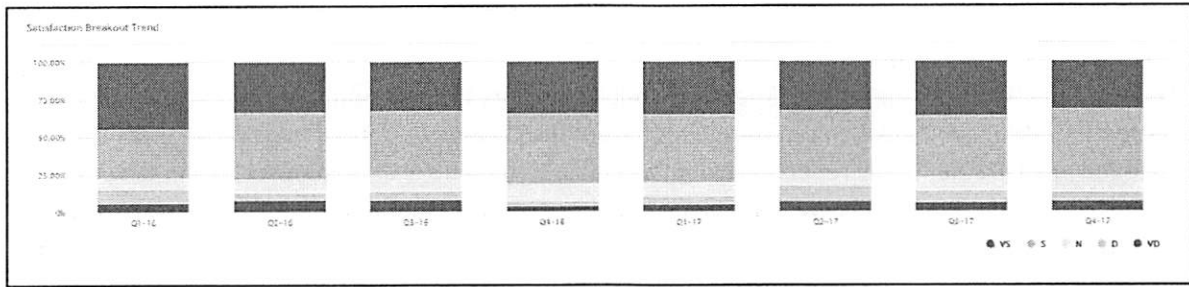


Project Visualizations:

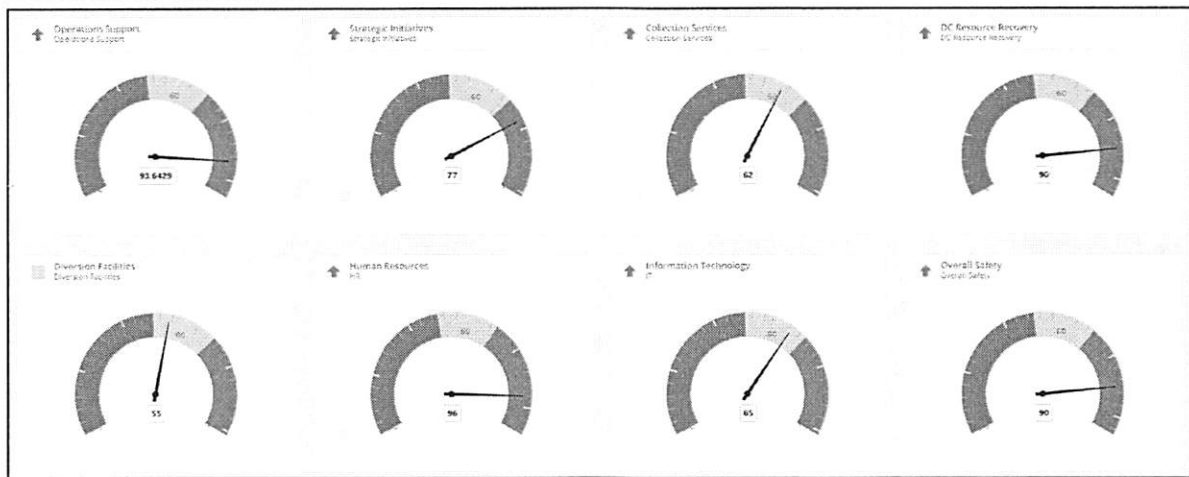


Survey Data Charts:





Performance Dashboard:



Browser Based Reports

There are many reporting options in ClearPoint. All reports can be built in ClearPoint and viewed by any users who have access to ClearPoint. These are called summary reports. Summary reports can be exported to HTML reports, which can be linked to from the County website or intranet site, or embedded in an iframe. HTML reports are then available to the public or employees, depending on where you have them published. We've included screenshots of example summary reports and example HTML reports.

Summary Reports:

Summary reports can be customized to show any combination of information for each strategic element. These screenshots show some common examples of reports that ClearPoint users build and use.

Red alert view with filter

Measure	Owner	Periodicity	Analysis
Net Profit	Kimberly Kupcha	Monthly	Since August 2015, we have done an excellent job of being a profitable airline. While for 6 of the 7 months prior to that (Jan. 2015 through July 2015) we were profitable, we really turned a corner in August 2015 and we have achieved double digit net profit since then. I believe this is primarily due to our newfound ability to tightly manage our expenses.
Expenses	Janice Jones	Monthly	Over the past 8 months we have not done an exceptional job of meeting our goal of keeping our expenses below target. We had some extraordinary expenses in February 2016 that made our expenses 111% of our target; however, we should be able to avoid these higher costs in the next few periods. I added the "Actual as % of Target" series to understand this better.
% of tickets with direct routes	Donald Duff	Monthly	We were above our target this summer, but now that vacation season is over, we are well below the target with our business travelers. We either need to look at new routes or look at adjusting our target throughout the year.
Ticket price differential	Greg Garcia	Quarterly	We continued to miss our target for the fourth consecutive quarter. However, we also have a secondary target, which is the industry-wide average ticket price. We are doing well versus this target.
% of customer airline travel with us	Trudy Joplin	Annual	We are making progress, but not moving at a fast enough pace. Maybe we want to consider an initiative like a credit card offer.
% of on time departures Eastern Division	Kimberly Kupcha	Monthly	
Ticket price differential Eastern Division	Donald Duff	Quarterly	We are in very competitive markets in the East. If we want to turn this measure green, we may have to sacrifice on profitability.
Average plane turnaround time Eastern Division	Janice Jones	Monthly	We need to do a much better job with this measure and objective.
Internal cost per flight** Eastern Division	Kimberly Kupcha	Monthly	We are struggling with our costs due to continued bad weather on the East Coast. Winter storms in the first half of the year, and summer thunderstorms and hurricanes in the second half. We are comparable with the rest of the industry.
% of on time departures Central Division	Ricardo Tubbs	Monthly	

Matrix view with heat map

Measure	Periodicity	Series Status	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16
Revenue <small>Greg Garcia</small>	Monthly	Actual	\$ 2,600.00	\$ 2,604.00	\$ 2,740.00	\$ 2,812.00	\$ 2,860.00	\$ 2,900.00
		Target	\$ 2,533.54	\$ 2,609.55	\$ 2,687.83	\$ 2,768.47	\$ 2,851.52	\$ 2,937.07
Net Profit <small>Kimberly Kupcha</small>	Monthly	Actual	17.54%	12.53%	14.12%	15.72%	13.90%	6.66%
		Target	8.11%	8.11%	8.11%	8.11%	8.11%	8.11%
Expenses <small>Janice Jones</small>	Monthly	Actual	\$ 2,212.00	\$ 2,314.00	\$ 2,401.00	\$ 2,430.00	\$ 2,511.00	\$ 2,719.00
		Target	\$ 2,343.52	\$ 2,413.83	\$ 2,486.25	\$ 2,560.63	\$ 2,637.66	\$ 2,716.79
Time at gate <small>Janice Jones</small>	Monthly	Actual	30.00	30.30	29.50	29.10	28.70	29.80
		Target	30.00	30.00	30.00	30.00	30.00	30.00
% of tickets with direct routes <small>Donald Duff</small>	Monthly	Actual	18.00%	18.00%	18.00%	18.00%	18.00%	18.00%
		Target	67.00%	67.00%	67.00%	67.00%	67.00%	67.00%
Average Number of Daily departures per route <small>Ricardo Tubbs</small>	Quarterly	Actual	5.40			7.10		
		Target	7.00			7.00		
		% of Target	77.14%			101.43%		

Dashboard view



25 rows per page

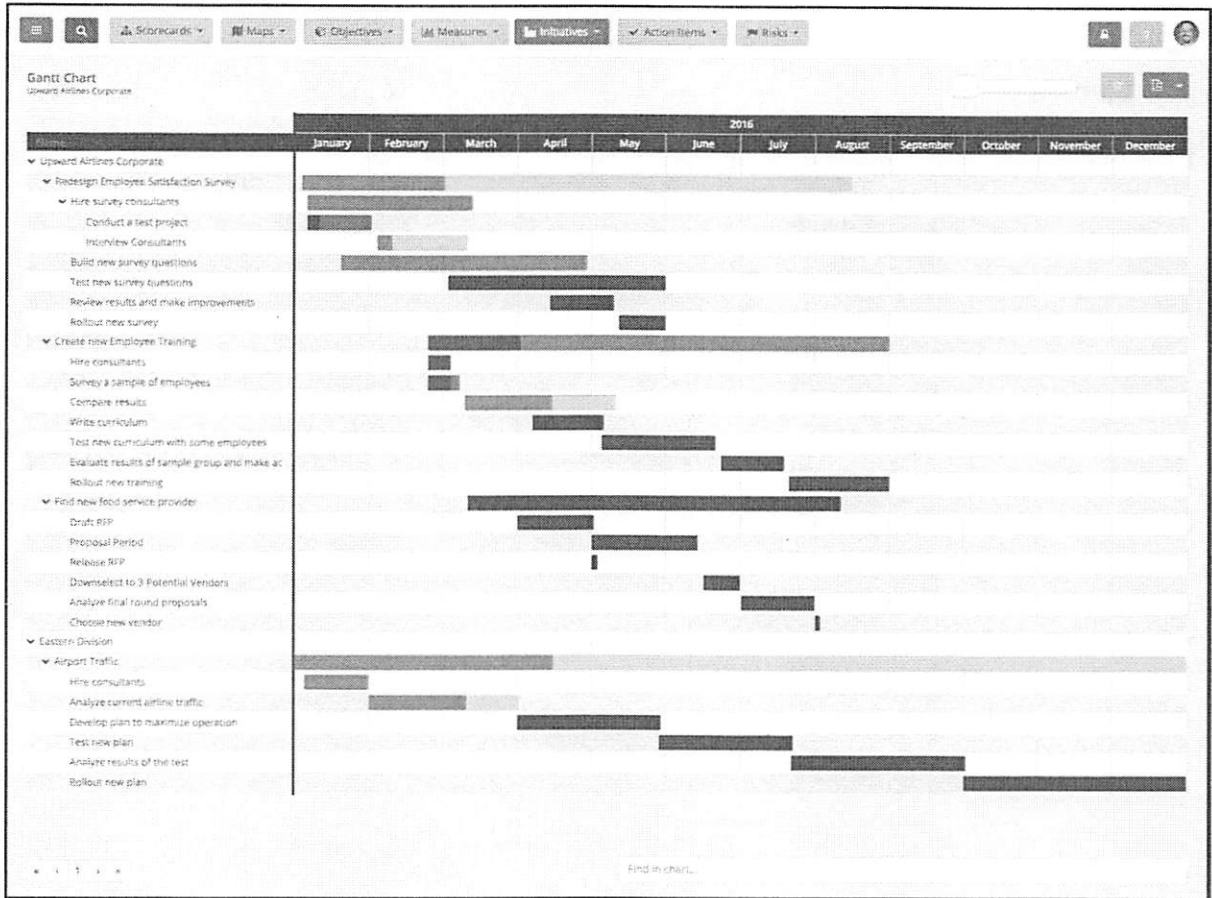
Initiative	Milestones	Budget	End Date	Last Updated
Employee Training	Needs Assessment Information Test Phase Full Scale Rollout	\$90,000	8/1/16	4/17/16 12:10 PM
Hospital Master Plan	Human Resources Full Scale Rollout Market Analysis Human Resources Build a planning committee Solidify ideas and rank them Human Resources Finalize the plan and format Implementation report Human Resources	\$72,000	1/27/16	4/16/16 2:42 PM
Website Upgrade	ADA compliant design Online bill payment integration Email reminder setup Inform stakeholders	\$50,000	7/8/16	2/12/16 2:03 PM
Department Case Audit	Schedule meetings Send out survey for departments to complete Conduct onsite audit Meet with department managers Share audit results with top level management	\$57,000	11/2/16	4/17/16 12:11 PM
Community Partnerships	Present qualitative and quantitative findings to board Analyze current partnerships Pull together committee Meet with department managers	\$30,000	11/20/16	2/25/16 12:18 PM

25 rows per page

Initiative Management Dashboard
Hospital Services

Initiative Summary

Initiative Gantt Chart



HTML Published Reports

Any page in ClearPoint can be published as an HTML page and will look the same way that it does in ClearPoint. The following screenshots are taken from our clients' public facing dashboards. We've included links to each dashboard as well.

City of Eden Prairie, MN:

<https://publish.clearpointstrategy.com/4494/EdenPrairiePromise/>

The City of Eden Prairie's Performance Measurement Dashboard is an interactive data visualization tool that tracks performance and progress toward six goal areas that encompass the Eden Prairie Promise.

City leaders and employees are accountable for executing the City's vision and mission for the benefit of our community. We have a challenge for the way we approach our work. Our vision, mission and goals define how we work together as an organization to produce the best results possible for our community. When establishing goals, we ensure they are aligned with the vision and mission. To keep ourselves accountable, we track and evaluate our progress relative to the goals and measures established. When we meet our goals, it demonstrates that the community's expectations of us. That's why we call it the **Eden Prairie Promise**, our promise to provide outstanding services to the community in the most efficient ways possible.

VISION
Eden Prairie is a vibrant City, characterized by the thoughtful integration of natural beauty and physical development that creates a high, desirable place for its residents and businesses.

MISSION
Eden Prairie City government will strive to meet the goals, plan for the future, and deliver high quality public services that contribute to a strong sense of community.

GOALS
To keep ourselves accountable, the City tracks performance measures in the six goal areas listed below. The information is updated as new measures become available.

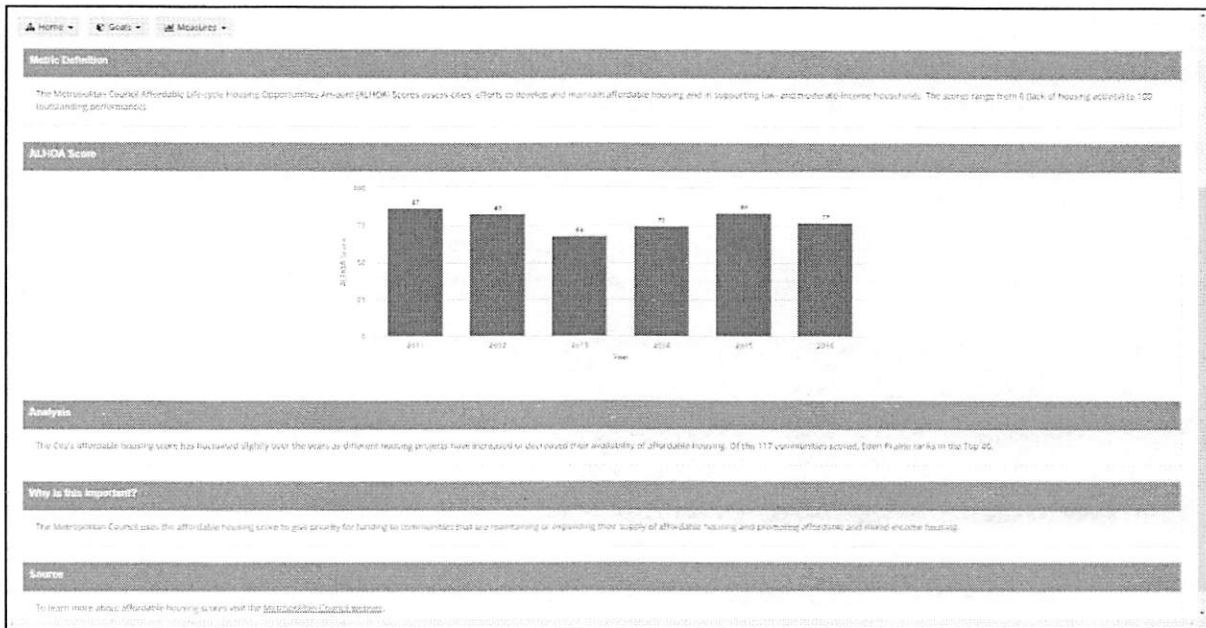
- Community Well-Being and Safety
- Economic Vitality
- High-Quality Efficient Services
- Innovative and Sustainable Practices
- Preserved and Beautiful Environment
- Sense of Community

Community Well-Being and Safety
City of Eden Prairie

We provide unique and diverse opportunities for the community to live well. We protect and serve our community by delivering exceptional and community-engaging public safety services.


Measures

100	Affordable Housing Score	City of Eden Prairie	View
100	Equitable Progression Consultant	City of Eden Prairie	View
100	Community Development Procurement	City of Eden Prairie	View
100	Community Well-Being Public Safety Department	City of Eden Prairie	View
100	Quality	City of Eden Prairie	View
100	Economic Vitality	City of Eden Prairie	View
100	Equitable Progression Consultant	City of Eden Prairie	View
100	Equitable Progression Consultant	City of Eden Prairie	View
100	Equitable Progression Consultant	City of Eden Prairie	View



City of Charlottesville, VA:

<http://widget.charlottesville.org/strategicplan.htm?show=dept>



OPEN CHARLOTTESVILLE

Open Charlottesville Home > Scorecards

FEATURES

STRATEGIC PLAN

DEPARTMENT PERFORMANCE MEASURES

Charlottesville Area Transit
City Manager's Office
 Commissioner of Revenue
 Department of Social Services
 Finance Department
 Fire Department
 Human Resources
 Human Services/Community Activation
 Neighborhood Development Services
 Office of Economic Development
 Parks and Recreation
 Public Department
 Public Works - Environmental
 Public Works - Facilities Development
 Public Works - Facilities Maintenance
 Public Works - Fleet Maintenance
 Public Works - Public Service
 Treasurer
 Utilities

WORK PLAN

EFFECTIVENESS STUDY

City Manager's Office Overview

City Manager's Office

Department Summary

The City Manager's Office is responsible for implementing the policies and directives of the City Council throughout the various City departments and agencies. The Office of Communications serves as a liaison between the Council and our citizens by coordinating all communications through a variety of informational sources.

The City Manager's Office also oversees the Redevelopment Manager, which is charged with implementing strategies around affordable housing, urban economic development, neighborhood development and workforce development.

Visit our webpage - [City Manager's Office](#) for more information about our work. City Manager's Office staff also contact information.

Mission


Efficiency and efficiency help and manage city government.

Scorecard Overview

Strategic Plan Objective	Measured	Indicators
1.3 Increase affordable housing options		Support redevelopment activities that will produce more affordable housing
2.1 Increase effective business practices and strong fiscal policies	<ul style="list-style-type: none"> ↑ Actual Expenses Compared to Budget ↑ Actual Revenue Compared to Budget ↓ Best Practices in Budgeting: GFOA Distinguished Budget Award - % of Proficient and Outstanding Rating Scores Community input to influence the budget: Budget Survey Results 	

For an ADA-friendly version of this page, [click here](#).

Open Charlottesville | Open Data | Scorecards
 Email feedback to dm@charlottesville.org



OPEN CHARLOTTESVILLE

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FEATURES

STRATEGIC PLAN

DEPARTMENT PERFORMANCE MEASURES

Charlottesville Area Transit
City Manager's Office
 Commissioner of Revenue
 Department of Social Services
 Finance Department
 Fire Department
 Human Resources
 Human Services/Community Activation
 Neighborhood Development Services
 Office of Economic Development
 Parks and Recreation
 Public Department
 Public Works - Environmental
 Public Works - Facilities Development
 Public Works - Facilities Maintenance
 Public Works - Fleet Maintenance
 Public Works - Public Service
 Treasurer
 Utilities

WORK PLAN

EFFECTIVENESS STUDY

Best Practices in Budgeting: GFOA Distinguished Budget Award - % of Proficient and Outstanding Rating Scores

City Manager's Office


Description

The Government Finance Officers Association (GFOA) established the Distinguished Budget Presentation Awards Program (awards program) in 1964 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practice on budgeting and then to recognize individual governments that succeed in achieving that goal.

The City of Charlottesville has received the Distinguished Budget Presentation Award for 18 years. Budgets are reviewed by three outside reviewers who are experts in local government budgeting. At least two of these reviewers must rate the document proficient or outstanding in all four overall categories and all mandatory criteria in order for the document to receive the award.

1. Policy Document
2. Financial Plan
3. Cost Items Guide
4. Communications Piece

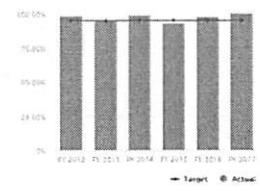
GFOA Budget Award



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GFOA Distinguished Budget Award - % of Proficient and Outstanding Rating Scores



Period	Meas.	Target
FY 2012	↑ At or Above Plan	95.00%
FY 2013	↑ At or Above Plan	95.00%
FY 2014	↑ At or Above Plan	95.00%
FY 2015	↓ Below Plan	95.00%
FY 2016	↑ At or Above Plan	95.00%
FY 2017	↑ At or Above Plan	95.00%

Chesterfield County, VA Department of Utilities

<http://www.chesterfield.gov/utilities/> (Click on 'Performance Plan' on the left-hand side)

Strategies - Goals - Measures

Goal 1: Quality of Our Products and Services
Reference Plan

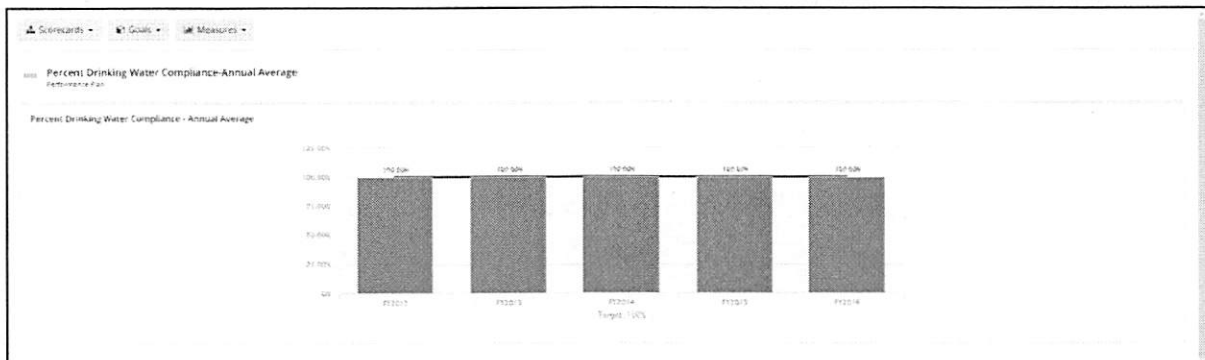
Goal Definition
Provide water and wastewater service that is safe, reliable, and environmentally sound.

Objectives
1. Provide water and wastewater services that meet all federal, state, and county compliance standards.
2. Operate utility facilities as effectively as possible.

Initiatives
1. Maintain water production performance standards by continuing to meet criteria in the Partnership for Safe Drinking Water Program.
2. Continuously perform proactive and regulatory driven water/wastewater quality analysis and maintain all laboratory testing certifications for both water and wastewater laboratories.
3. Perform annual flushing program and continuously evaluate distribution system water quality.
4. Administer a financially sound Capital Improvement Program (equipment and Rate Stabilization Fund) to effectively replace aging infrastructure.
5. Expand the utility system in a logical, well-planned manner by adopting and implementing a Utilities Facilities Plan, by sound professional engineering review, and to a well planned Capital Improvement Program (expenditure).
6. Maintain accurate documents and records through best practices processes and through current and progressive automation capabilities.
7. Practice environmental stewardship by maintaining existing Environmental Management Systems (EMS) in the department and seek opportunities to expand EMS programs to other sectors.
8. Maintain wastewater production performance standards by selecting, operating and maintaining state-of-the-art treatment and collection systems.
9. Administer an effective Industrial Waste Management Program to protect worker safety, avoid treatment and bypass issues, and avoid discharging pollutants into the environment.
10. Provide necessary resources including training, materials and supplies, equipment and effective supervision so that all employees may succeed in their jobs.

Key Performance Indicators (KPIs) for water and wastewater	Measurement (Metric) used to verify status for water and wastewater	Current Status (Metric) for water and wastewater
Percent Drinking Water Compliance - Annual Average	Number of Water Quality Tests Performed - Annual Total Number of Drinking Water System Exceedances - Annual Total	Number of Water Quality Impaired Events - FY14 Number of Adequate Customer Inquiries - Annual Total
Percent Compliance with Regulatory Limits - TSD-2 Clean Reporting System - Annual Average Number of Exceedances with Regulatory Limits - Percent Clean Reporting System - Annual Average	Number of Water Sampling Events - Annual Total Total Millions of Gallons per Day per Month of Utilization and Inflow Reduction - Annual Monthly Average Water Quality Exceedance - Environmental Exceedance Score Percent Compliance with Regulatory Limits - Annual Average	Number of Exceedances with Regulatory Limits - Annual Average Number of Exceedances with Regulatory Limits - Annual Total Number of Violations Issued by Chesterfield - Annual Total
Number of Impacts of Violations Found by Virginia Department of Environmental Quality - Annual Total	Number of Sewer Backlogs - Annual Total Number of Main Sewer Line Breaks and Damages - Annual Total Number of Wastewater Plant Discharges to the River - Annual Total	Number of Sewer Line Breaks - Annual Total Number of Sewer Backlogs - Annual Total Number of Discharges to the River - Annual Total
Total Damages to the System - Annual Total	Number of Internal Damages - Annual Total	Number of Internal Damages - Annual Total

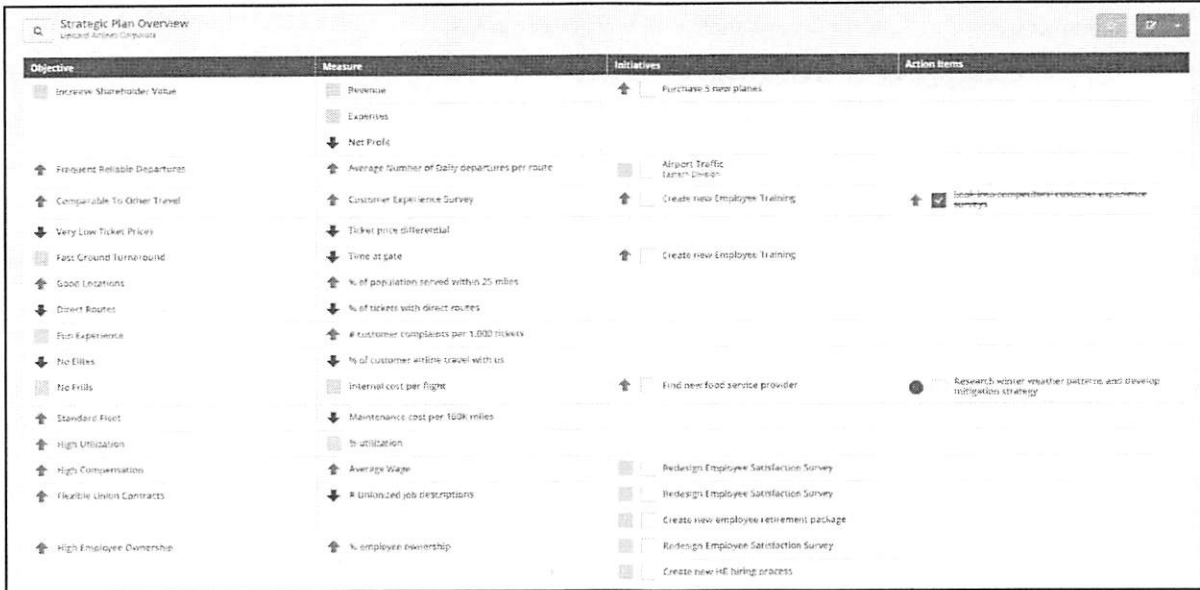
Percent Drinking Water Compliance - Annual Average



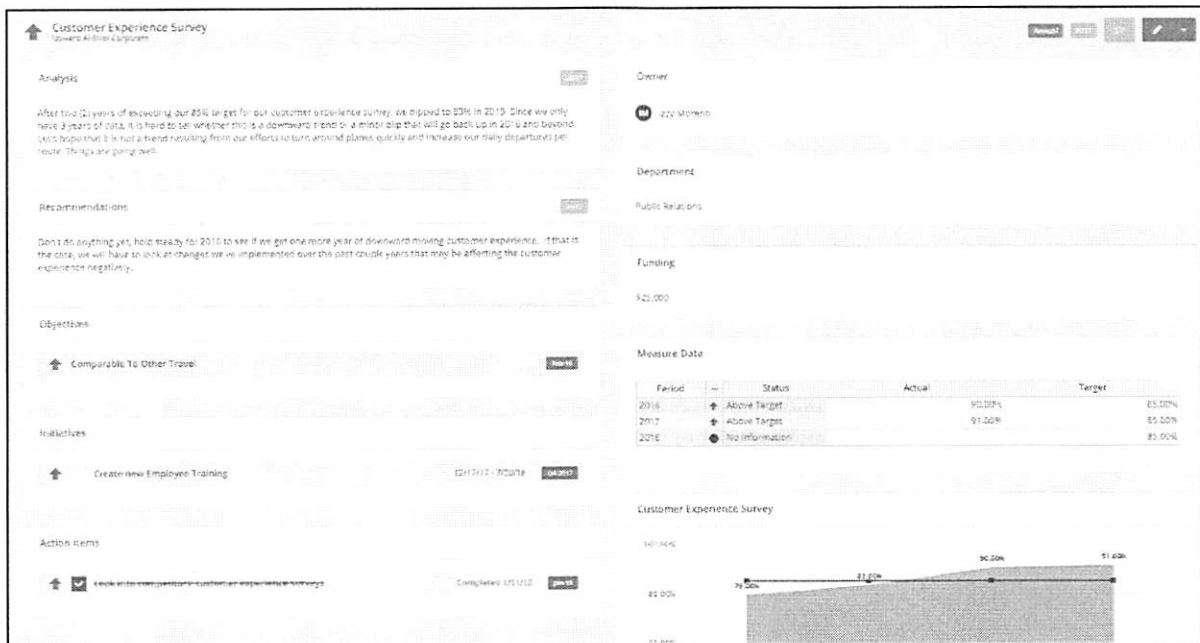
Element Relationship Examples

Metrics can be linked to any other element in ClearPoint. This includes links to strategies, programs, objectives, initiatives, etc. Users can also track an unlimited number of fields and data points within each metric. The following screenshots show examples of each. All language can be customized in ClearPoint to match the language used in your strategic plan. The layout of pages and reports can also be customized.

This screenshot displays the relationship between elements in ClearPoint:



This screenshot displays supplemental information to a metric in ClearPoint:



Proposal Certification

PROPOSAL CERTIFICATION PERFORMANCE MANAGEMENT AND REPORTING SYSTEM

Submitted by: Ascendant Strategy Management Group, Massachusetts
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

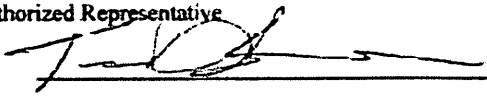
Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State Massachusetts
Oregon Business Registry Number will obtain if win work

Contractor's Authorized Representative

Signature:  Date: 11/14/2017
Name: Ted Jackson Title: Managing Partner
Firm: Ascendant Strategy Management Group
Address: 75 Arlington St 5th Floor
City/State/Zip: Boston, MA 02116 Phone: (866) 568-0590
e-mail: tjackson@clearpointstrategy.com Fax: (617) 848-2941

Contract Manager:

Name Jenna Weaver Title: Consultant
Phone number: (866) 568-0590
Email Address: jweaver@clearpointstrategy.com

Appendix A: Service Level Agreement

Effective Date: January 1, 2017

This ClearPoint Strategy Service Level Agreement (“SLA”) is a policy governing the use of the ClearPoint Strategy (“ClearPoint”) under the terms of the ClearPoint Strategy End-User Agreement (the “ClearPoint Agreement”) between Ascendant Strategy Management Group LLC and its partners (“Ascendant”, “us” or “we”) and users of Ascendant’s services (“you”). This SLA applies separately to each account using ClearPoint. Unless otherwise provided herein, this SLA is subject to the terms of the ClearPoint Agreement and capitalized terms will have the meaning specified in the ClearPoint Agreement. We reserve the right to change the terms of this SLA in accordance with the ClearPoint Agreement.

System Uptime

Service Commitment

Ascendant will use commercially reasonable efforts to make ClearPoint available with a Monthly Uptime Percentage (defined below) of at least 99.7% during any monthly billing cycle (the “Service Commitment”). In the event ClearPoint does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below. Service uptime does not apply to installations at the client site, only to ClearPoint when it is provided in the Ascendant SaaS model. For local installations, the client is responsible for service uptime.

Definitions

“Error Rate” means: (i) the total number of minutes ClearPoint is inaccessible or returns system errors divided by (ii) the total number of minutes in the monthly billing cycle. We will calculate the Error Rate for each ClearPoint account as a percentage for each five minute period in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the ClearPoint SLA Exclusions (as defined below). “Monthly Uptime Percentage” is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle. A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible ClearPoint account.

Service Credits

Service Credits are calculated as a percentage of the total charges paid by you for ClearPoint for the billing cycle in which the error occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.7%	10%
Less than 99%	25%

We will apply any Service Credits only against future ClearPoint payments otherwise due from you; provided that, we may issue the Service Credit to the credit card that you used to pay for ClearPoint for the billing cycle in which the error occurred. Service Credits shall not entitle you to any refund or other payment from Ascendant. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the ClearPoint Agreement, your sole and exclusive remedy for any unavailability or non-performance of ClearPoint or other failure

by us to provide ClearPoint is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA or termination of your use of ClearPoint.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a request by sending an e-mail message to support@clearpointstrategy.com. To be eligible, the credit request must (i) include your organization's name in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of downtime that you claim to have experienced; (iii) include any logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us and is less than 99%, then we will issue the Service Credit to you within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

ClearPoint SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of ClearPoint, or any other ClearPoint performance issues: (i) that result from Service Suspensions described in the ClearPoint Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of ClearPoint; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use ClearPoint in accordance with the ClearPoint Agreement (collectively, the "ClearPoint SLA Exclusions"). If availability is impacted by factors other than those used in our calculation of the Error Rate, we may issue a Service Credit considering such factors in our sole discretion.

System Errors

Service Commitment

Ascendant and its partners are committed to having an error free application and will use commercially reasonable efforts to be responsive to all reported issues in the application. Any errors or perceived bugs must be submitted to Ascendant and its partners, and upon verification of the issue, Ascendant will categorize the bug/issue and respond according to the table below. Bugs and perceived issues must be reported via support@clearpointstrategy.com to create a ticket.

	Standard	Premium	
Hours of coverage	Standard business hours	Standard business hours (24x7 for Severity 1 and 2)	
Support Channel	Web and email	Web, email, and phone	
Number of Cases	Unlimited	Unlimited	
Response Times	Initial and Ongoing	Initial Response	Ongoing Response
Severity 1	1 business day	4 hours	4 hours or as agreed
Severity 2	2 business days	8 hours	8 hours or as agreed
Severity 3	5 business days	1 business day	2 business days or as agreed
Severity 4	10 business days	2 business days	5 business days or as agreed

In order to provide the responsiveness for premium support, Ascendant requests that organizations identify a primary point of contact who will be available until the issue is resolved.

Definitions

Initial Response: The time it takes from when the initial problem is identified and confirmed to when Ascendant and its partners have communicated to the client what the issue is and when the resolution will take place.

Ongoing Response: As long as the confirmed issue is still not resolved, this is the expected resolution time or maximum time before communication between Ascendant and the client.

Severity 1 (urgent): A problem that severely impacts your use of the software in a production environment (such as loss of access to ClearPoint). The situation halts your business operations and no procedural workaround exists.

Severity 2 (high): A problem where the software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.

Severity 3 (medium): A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, where the situation is causing your project to no longer continue or migrate into production.

Severity 4 (low): A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround.

This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”



ClearPoint Strategy

Information Security Policy

January 2017

Overview

ClearPoint Strategy (the Company) possesses information that is sensitive and valuable, e.g., financial data, client customer data, research, and other information considered sensitive. Some information is protected by federal and state laws or contractual obligations that prohibit its unauthorized use or disclosure.

The exposure of sensitive information to unauthorized individuals could cause irreparable harm to the Company or Company clients, and could also subject the Company to fines or other government sanctions. Additionally, if Company information were tampered with or made unavailable, it could impair the Company's ability to do business.

The Company therefore requires all employees to diligently protect information as appropriate for its sensitivity level. Failure to comply with this policy may subject you to disciplinary measures. For Ascendant employees, failure to comply could result in termination.

Summary of responsibilities

All employees and contractors

- You may only access information needed to perform your legitimate duties as a Company employee
- You may not in any way divulge, copy, release, sell, loan, alter or destroy any information except as authorized by Ascendant management.
- You must adhere to Company's requirements for protecting any computer used to conduct Company business regardless of the sensitivity level of the information held on that system.
- You must protect the confidentiality, integrity and availability of the Company's information as appropriate for the information's sensitivity level wherever the information is located, e.g., held on physical documents, stored on computer media, communicated over voice or data networks, exchanged in conversation, etc.
- You must safeguard any physical key, ID card or computer/network account that allows you to access Company information. This includes creating difficult-to-guess computer passwords.
- You must destroy or render unusable any confidential or highly confidential information contained in any physical document (e.g., memos, reports, microfilm, microfiche) or any electronic, magnetic or optical storage medium (e.g., USB key, CD, hard disk, magnetic tape, diskette) before it is discarded.
- You must report any activities that you suspect may compromise sensitive information to your supervisor or to the Company management.
- Your obligation to protect sensitive information continues after you leave the Company.
- While many federal and state laws create exceptions allowing for the disclosure of confidential information in order to comply with investigative subpoenas, court orders

ClearPoint Strategy Information Security Policy
January 2017

and other compulsory requests from law enforcement agencies, anyone who receives such compulsory requests should contact Ascendant management before taking any action.

- If you are performing work in an office that handles information subject to specific security regulations, you will be required to acknowledge that you have read, understand and agree to comply with the terms of this policy annually.

Managers and supervisors

In addition to complying with the requirements listed above for all employees and contractors, managers and supervisors must:

- Ensure that departmental procedures support the objectives of confidentiality, integrity and availability defined by the Information Guardian and designees, and that those procedures are followed.
- Ensure that restrictions are effectively communicated to those who use, administer, capture, store, process or transfer the information in any form, physical or electronic.
- Ensure that each staff member understands his or her information security-related responsibilities.

Technology managers

In addition to complying with the policy requirements defined for all employees and contractors, and managers and supervisors, those who manage computing and network environments that capture, store, process and/or transmit Company information, are responsible for ensuring that the requirements for confidentiality, integrity and availability are being satisfied within their environments. This includes:

- Understanding the sensitivity level of the information that will be captured by, stored within, processed by, and/or transmitted through their technologies.
- Developing, implementing, operating and maintaining a secure technology environment that includes:
 - A cohesive architectural policy,
 - Product implementation and configuration standards,
 - Procedures and guidelines for administering network and system accounts and access privileges in a manner that satisfies the ClearPoint security requirements, and
 - An effective strategy for protecting information against generic threats posed by computer hackers that adheres to industry-accepted "best practices" for the technology.
- Ensuring that staff members understand the sensitivity levels of the data being handled and the measures used to secure it.

Requirements for any computer used to conduct Company business

In order to adequately protect Company information systems from compromises, all computers used to conduct Company business must be configured using security industry-sanctioned best practices that include but are not limited to the following:

- Configure and use computers in a manner that is compliant with the Company's core technology policy
- Require all computer accounts to have strong passwords
- Define accounts intended for day-to-day computer use as "general user accounts". Accounts that have administrative privileges must only be used for system setup and maintenance.
- Computers should be configured to "time out" after no more than 20 minutes of inactivity.
- Users should lock or log off their computers before leaving them unattended.
- Ensure that system and application security updates are applied as soon after being released by the vendor as possible;
- Ensure that anti-virus software is installed and is actively protecting the system;
- Limit the services running on Company computers to those needed by the computer user to perform his or her assigned tasks;
- Ensure that any system is configured to keep a record of:
 - Who attempted to log into the system (successfully and unsuccessfully) and when,
 - When they logged out,
 - Administrative activity performed,
 - Unsuccessful attempts to access confidential and highly confidential files.
 - Managing confidential and/or highly confidential information

Computer servers must:

- Be secured by a hardware firewall, approved by the Company IT Security Officer, that only permits connections with authorized systems using approved protocols.
- Require anyone who administers system or database software or implements or maintains application software to supplement his or her password with an additional method of authentication, e.g., token, biometric, certificate.

Contractual obligations

Company employees are responsible for complying with the terms of contracts or agreements that may limit the ability to disclose confidential information belonging to (or collected on behalf of) another organization. Employees are expected to educate themselves about the limitations imposed on the information to which they have access, including contractual obligations.

Owner

 ClearPoint Support

Collaborators

-  Daniel Chandler
-  Chris Hawkins
-  Jessie Kirk
-  Katie Starrett







Start Date

2/6/18

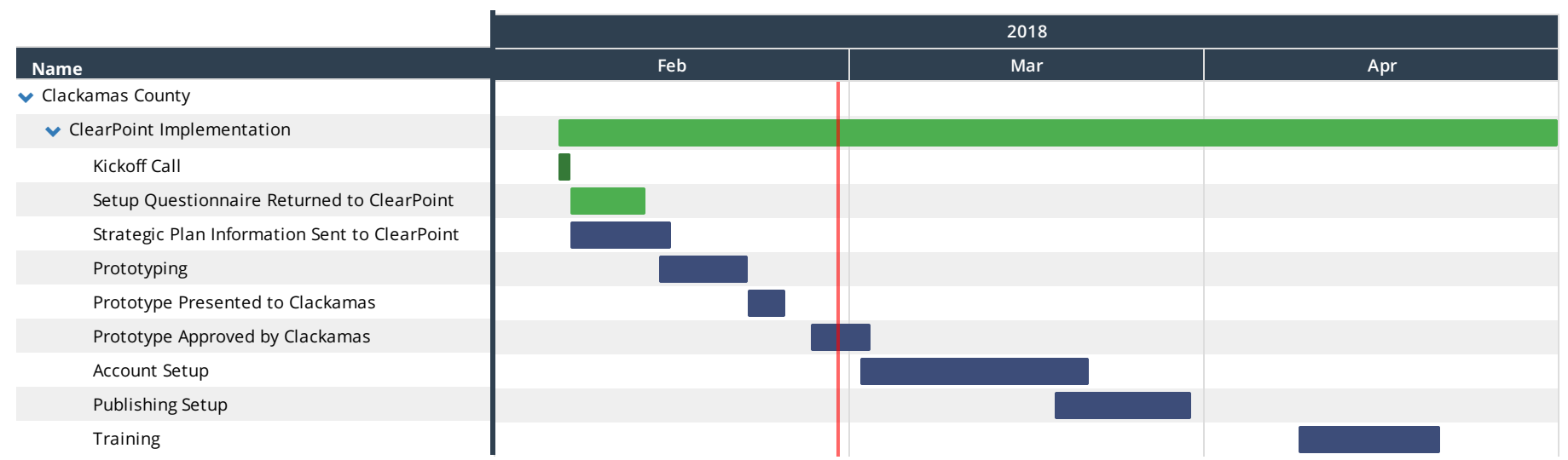
End Date

4/30/18

Milestones


































-   **Kickoff Call**
Clackamas County
-   **Setup Questionnaire Returned to ClearPoint**
Clackamas County
-  **Strategic Plan Information Sent to ClearPoint**
Clackamas County
-  **Prototyping**
Clackamas County
-  **Prototype Presented to Clackamas**
Clackamas County
-  **Prototype Approved by Clackamas**
Clackamas County
-  **Account Setup**
Clackamas County
-  **Publishing Setup**
Clackamas County
-  **Training**
Clackamas County













Milestones Gantt Chart



ClearPoint Implementation Project Plan

Clackamas County

Initiative	Milestones	Milestone End Date	Milestone Owner	Milestone Collaborators
 ClearPoint Implementation	 Kickoff Call	2/6/18	 ClearPoint Support	 Daniel Chandler  Chris Hawkins  Jessie Kirk  Katie Starrett
	 Setup Questionnaire Returned to ClearPoint	2/12/18	 Chris Hawkins	 Daniel Chandler  Jessie Kirk  Katie Starrett
	 Strategic Plan Information Sent to ClearPoint	2/14/18	 Chris Hawkins	 Daniel Chandler  Chris Hawkins
	 Prototyping	2/20/18	 ClearPoint Support	
	 Prototype Presented to Clackamas	2/23/18	 ClearPoint Support	 Daniel Chandler  Chris Hawkins  Jessie Kirk  Katie Starrett
	 Prototype Approved by Clackamas	3/2/18	 Chris Hawkins	 Daniel Chandler  Chris Hawkins  Jessie Kirk  Katie Starrett
	 Account Setup	3/21/18	 ClearPoint Support	 Chris Hawkins

 Publishing Setup	3/30/18	 ClearPoint Support	 Daniel Chandler  Chris Hawkins  Jessie Kirk  Katie Starrett
 Training	4/20/18	 ClearPoint Support	 Daniel Chandler  Chris Hawkins  Jessie Kirk  Katie Starrett

- Focus our efforts on delivering results for customers
- Make data-driven decisions
- Monitor, track and be accountable for our results
- Provide decision makers with outcome information to make informed budget decisions

As of today, all BCC directed departments have completed their own Strategic Business Plans, or are in the process of completion. As of this fiscal year, the bulk of the county and special district budgets are tied to measurable results.

Since 2014, departments have housed and tracked performance information in a dashboard and tracking system, paying up to \$75,000 per year for license fees. Given problems with our previous system, we terminated that contract in 2017.

A Request for Proposals was published on October 30, 2017, and seven (7) proposals were received. After a lengthy evaluation process, Ascendant Strategy Management Group LLC dba ClearPoint Strategies was determined to be the best proposal meeting the County's needs for this project. ClearPoint Strategies also provides a more streamlined technology at a much-reduced price, with an estimated cost of \$32,500 per year ongoing, plus initial setup charges.

This request is for approval of the first five (5) years of a potential eight-year Agreement.

County Counsel has reviewed and approved the terms of the Agreement.

RECOMMENDATION:

Staff respectfully recommends approval of the Agreement with Ascendant Strategy Management Group LLC as the software provider for the Performance Clackamas initiative. Staff further recommends that the Board Delegate authority to the County Administrator or designee to sign agreements necessary in the ongoing performance of this Agreement.

Respectfully submitted,



Don Krupp
County Administrator

Placed on the _____ Agenda by the Procurement Division.



Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Baker Rock Crushing, Co. for Aggregate Base (1"-0 or 3/4"-0)
Delivered to Barton Stockpile**

Purpose/Outcomes	Aggregate rock delivered to Barton
Dollar Amount and Fiscal Impact	The contract value is \$171,500.00
Funding Source	215-7433-00-424412 Road Fund
Duration	Contract signing through June 30, 2018
Previous Board Action	
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by providing aggregate for future general road maintenance projects.
Contact Person	Terry Learfield – DTD 503-650-3253

BACKGROUND:

This contract will deliver 10,000 tons of aggregate base material to Transportation Maintenance's centrally located Barton Maintenance Yard. The specifications for the aggregate base will give the vendor the decision to deliver either 1"-0 or 3/4"-0 crushed rock. This rock is used for general road maintenance projects and emergency road repairs.

The lowest responsive and responsible bidder was Baker Rock Crushing, Co. with a bid of \$171,500.00. The project is expected to begin immediately upon contract execution. The contract will be complete by June 30, 2018.

Procurement Process: This project advertised in accordance with ORS and LCRB Rules on January 3, 2018. Bids were opened on January 25, 2018. The County received four (4) bids: Baker Rock Crushing, Cadman Material, Crabtree, and Green Dream. Baker Rock Crushing, Co was determined to be lowest responsive bidder.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs the contract with Baker Rock Crushing, Co. for providing aggregate base delivered to the Barton Stockpile.

Sincerely,

Dan Johnson
Department of Transportation and Development

This contract was placed on the Board Agenda of _____ by the Procurement Division.



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Baker Rock Crushing, Co.**, ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") for the purposes of providing **Aggregate Base (1"-0 or ¾"-0 crushed rock) Delivered to Barton Stockpile**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **April 30, 2018**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFQ #2017-117 issued January 4, 2018, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's quote attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Terry Learfield.

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum compensation authorized under this Contract shall not exceed **One Hundred Seventy-One Thousand Five Hundred Dollars (\$171,500.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. Invoices shall be submitted to the County Representative at: 902 Abernethy Road, Oregon City, Oregon or via email at terrylea@clackamas.us.

IV. CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of

three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. 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.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused

by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental 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 the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written

notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This 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.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably

request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to

County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. 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.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or

damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Baker Rock Crushing, Co.
 21880 SW Farmington Road
 Beaverton, OR 97007

Clackamas County Board of County
 Commissioners

 Authorized Signature Date

 Chair Date

 Name / Title (Printed)

 Recording Secretary

060464-11
 Oregon Business Registry #

Approved as to Form:

DBC/ Oregon
 Entity Type / State of Formation

 County Counsel Date

ATTACHMENT A
RFP #2017-117

Aggregate Base (1"-0 or 3/4"-0 Crushed Rock) Delivered to Barton Stockpile

**ATTACHMENT B
CONTRACTOR'S QUOTE**



March 22, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement of Support between the
Clackamas County Business Alliance (CCBA) and Clackamas County

Purpose/Outcome	Strengthen the CCBA by uniting the county, cities within the county, and county-based businesses in a professional and focused collective that lead to greater positive outcomes to increase county-wide economic prosperity and that provide a business perspective to the Board of County Commissioners.
Dollar Amount and Fiscal Impact	\$18,750 in lottery funds for fiscal year 2017/18 \$75,000 in lottery funds for fiscal year 2018/19 \$56,250 in lottery funds for fiscal year 2019/20 In addition to the \$25,000 currently provided annually.
Funding Source	Lottery funds
Duration	April 1, 2018 to March 31, 2020
Previous Board Action	Agreement of Support approved by County Counsel and County Administrator
Strategic Plan Alignment	<ul style="list-style-type: none">• Grow a vibrant economy• Build a strong infrastructure
Contact Person	Catherine Grubowski-Johnson, BCS Business & Economic Development Manager Laura Zentner, BCS Interim Director

Background:

The executive leadership of the CCBA and Clackamas County staff have been working together over the past few months on this collaborative agreement which is designed for the CCBA to focus on the following actions:

- Provide a business perspective on legislative issues to the Board of County Commissioners through collaboration with the County's Public and Government Affairs Department and the Economic Development Division of the Business and Community Services Department, addressing issues including, but not limited to expansion of the Sunrise Corridor and increased accessibility to employment lands.
- Host business forums to consider legislative topics;

- Emphasize business development in the eastern portion of the County. County Counsel has reviewed and approved the agreement of support.

Recommendation:

Staff recommends the Board of County Commissioners of Clackamas County approve the Agreement of Support between the Clackamas County Business Alliance and Clackamas County and authorize Donald D. Krupp to sign the agreement.

Attachments:

- Agreement of Support – CCBA/Clackamas County

Respectfully Submitted,



Laura Zentner, Interim Director
Business and Community Services

AGREEMENT OF SUPPORT

This Agreement of Support is made this ____ day of _____, 2018 by and between Clackamas County Business Alliance, an Oregon nonprofit corporation (hereinafter “CCBA”), and Clackamas County, a political subdivision of the State of Oregon (hereinafter “County”).

Recitals

WHEREAS, Clackamas County desires to support the CCBA in the accomplishment of its mission to promote economic growth and activity within the county, specifically in support of Clackamas County-based businesses; and

WHEREAS, CCBA is desirous of such support from the County; and

WHEREAS, the County is willing to provide funding to support a drive for greater business participation, support, CCBA effectiveness, and strategic activity (the “Purpose”) for a period of two years.

Agreement

NOW, THEREFORE, COUNTY and the CCBA mutually agree that:

1. Purpose. The purpose of this grant is to strengthen the CCBA by uniting the county, cities within the county, and county-based businesses in a professional and focused collective that lead to greater positive outcomes to increase county-wide economic prosperity and that provide a business perspective to the Board of County Commissioners. Specifically, this grant shall:
 - a. Provide a business perspective on legislative issues to the Board of County Commissioners through collaboration with the County’s Public and Government Affairs Department and the Economic Development Division of the Business and Community Services Department, addressing issues including, but not limited to expansion of the Sunrise Corridor and increased accessibility to employment lands.
 - b. Host business forums to consider legislative topics;
 - c. Provide feedback to the Board of County Commissioners on policy decisions and regulations that may impact economic vitality in the County;
 - d. Promote the visibility of Clackamas County as a vital economic region;
 - e. Build capacity and business representation through diverse membership development; and
 - f. Emphasize business development in the eastern portion of the County.
2. Project Goals. The CCBA shall be tasked with accomplishing the following goals pursuant to the following timeline:
 - A. Calendar Year 2018 Deliverables

- **Rebranding** – new logo, new website, new marketing materials, business cards, etc.
- **Strategic Planning Session** to determine the future path of CCBA.
- **Creation of initial draft of the CCBA Strategic Plan**, which shall include specific initiatives to implement in 2019.
- **Finalize CCBA Strategic Plan** after due input and review.
- **Membership Outreach & Retention** – Goal of a 10% increase in membership focusing on geographic locations of businesses and industry types. Focus will include but not be limited to the 10 business sectors in Clackamas County as defined in the County’s Economic Landscape Analysis. Geographic targets to include both urban and rural areas of the County.

B. Calendar Year 2019 Deliverables

- **Implementation of Year one initiatives** outlined in finalized CCBA Strategic Plan.
- **Organizational Development Report** delivered to the County Administrator and, if directed by the same, to the Board of County Commissioners.
- **Membership Outreach & Retention** – Goal of an additional 10% increase with the same focus areas as 2018.
- **Legislative Advocacy** – CCBA should serve as the business voice of Clackamas County and will work collaboratively with the County to ensure its businesses are heard.

3. Project Funding. In support of the purpose of this agreement, the County commits to provide Seventy-Five Thousand Dollars (\$75,000) in lottery funds for calendar year 2018 and Seventy-Five Thousand Dollars (\$75,000) in lottery funds for calendar year 2019 in addition to the \$25,000 it currently provides annually. The funds shall be dedicated for use by the CCBA Executive Board to support the Project Goals outlined in this Agreement. Payment of the funds by the County will occur within the first 10 days of each calendar quarter, starting with April of each year being the first of four annual payments.

4. CCBA Executive Committee Leadership. It is the County’s goal and objective in providing the funding as set forth herein to support the CCBA in accomplishing the purpose of this grant as detailed in Section 1, above. The CCBA Executive Board hereby agrees to exert its best efforts to accomplish the purpose for which this grant has been awarded. The CCBA Executive Board agrees to meet regularly and engage significantly in the project goals, and to undertake such action as necessary to meet the project goals outlined in Section 2 above. The parties acknowledge that the project may result in structural or organizational changes for the CCBA, its relationship with other organizations or other groups, and the CCBA Executive Board agrees to undertake a good faith review of any proposals or recommendations brought forth through the process of the Strategic Plan project goal, or implementation of the purpose of this grant, as generally set forth in Section 1.

5. General Terms. The parties acknowledge and agree that this agreement is being undertaken in good faith and mutual reliance on the good will of the others in support of the purpose of this grant. The parties agree that:
- a. Dispute Resolution. Any dispute between the parties shall first be addressed in a meeting between the County Administrator and representative(s) of the CCBA Executive Committee. If that fails, the parties shall mediate the issue, with the County bearing the cost of the mediation. If mediation shall fail, then the interested parties may avail themselves to any available remedy in law or equity in the appropriate forum.
 - b. Third Party Beneficiaries. All parties agree that nothing in this agreement gives, or is intended to give, or shall provide any benefit, right or cause of action, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
 - c. Severability. If any term or provision of this agreement becomes impossible to perform, or is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.
 - d. Governing Law. This agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof.
 - e. Access to Records. The CCBA acknowledges that the County has a reasonable interest in records relating to this agreement and any expenditures relating thereto, and that the County may access such records upon reasonable time and notice given. CCBA shall retain, maintain and keep accessible such records for a minimum of six (6) years following termination or conclusion of this agreement.
 - f. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed, whether by electronic signature, facsimile or scanned, shall constitute an original.
 - g. Term. This agreement shall commence as of April 1, 2018 and run through March 31, 2020.
 - h. Termination. The County and CCBA, by mutual written agreement, may terminate this Agreement at any time. Either party may terminate this agreement for breach by the other party thirty (30) days after delivery of notice of said breach and the failure of the other party to undertake good faith efforts to remedy such breach after receipt of said notice. The County or CCBA 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 is of the same nature as that waived.

- i. Indemnification. CCBA agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CCBA or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which CCBA has a right to control.


IN WITNESS HEREOF, the Parties hereto agree as of the date set forth below:

CLACKAMAS COUNTY

By: _____
Donald D. Krupp
County Administrator

Date

CLACKAMAS COUNTY BUSINESS ALLIANCE

By:  _____
Gregg Weston
President

3/14/18

Date

DRAFT

Approval of Previous Business Meeting Minutes:

March 1, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

Thursday, March 1, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Jim Bernard, Chair
Commissioner Ken Humberston
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader**

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Kathy Gordon, Lake Oswego – Came to support the Commissioners and advocate on behalf of women and the family justice center.
2. Faith Keith, Oregon City – Spoke in support of Chair Bernard
3. Tim Lussier, Estacada – Commented on Chair Bernard’s Facebook comments, asked Chair Bernard to resign and comments on County Resolution 2017-93.
4. Diane Gruber, West Linn – Invited the Commissioners and residents to come to Salem on Sunday for a march supporting President Trump.
5. Jose Hernandez, Milwaukie – Asked for the Commissioners assistance and support for the disabled Veteran’s property tax exemption.
6. Les Poole, Gladstone – Asked for a public apology from the Chair to the residents of the County and delivered a DVD to Commissioners to review and provide feedback at next week’s meeting.

~Board Discussion~

II. PUBLIC HEARING

1. First Reading of **Ordinance No. 02-2018** Amending Chapter 8.04, Public Health Certificates of Sanitation, Licenses and Contested Case Procedures, of the Clackamas County Code.

Kathleen Rastetter, County Counsel presented the staff report and introduced Julie Hamilton of Health, Housing & Human Services.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the clerk to assign a number and read the Ordinance by title only. He then announced the second reading will be at the Thursday, March 15, 2018 at the Board’s regular scheduled Business Meeting at 10:00 AM.

III. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, he then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of Tri-County Metropolitan Transportation District of Oregon (TriMet) Subrecipient Agreement No. GO180815EV for Mt Hood Express Bus Service and Match Funding for Title XIX (Medicaid) Non-Medical Waivered Transportation – *Social Services*

B. Department of Transportation & Development

1. Approval of Amendment No. 3 to the Contract with OBEC Consulting Engineers Inc. for Consulting Engineering Services for the Replacement of the Salmon River (Elk Park Road) Bridge - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Business & Community Services

1. Approval of a Memorandum of Understanding between Clackamas County and the Boring-Damascus Grange #260 for the Construction of a Shelter at Boring Station Trailhead Park

IV. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

V. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

Meeting Adjourned at 10:59 AM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

March 22, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2017 Emergency Management Performance Grant Amendment #1
between Clackamas County and the State of Oregon

Purpose/Outcomes	The Emergency Management Performance Grant (EMPG) agreement #17-503 will reimburse Clackamas County Disaster Management (CCDM) for up to 50% of pre-identified program costs. Amendment #1 to EMPG agreement #17-503 totals \$649,580. It increases the existing federal award match from \$162,395 to \$324,790 and the local match requirement from \$162,395 to \$324,790. Clackamas County Disaster Management can meet the required match within the current budget.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$649,580. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries of six employees. The federal share is \$324,790.
Funding Source	FY 2017 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Duration	Effective July 1, 2017 and terminates on June 30, 2018
Previous Board Action	The Board approved the application for this grant on June 15, 2017
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director – Disaster Management Department, 503-655-8665
Contract No.	Grant number 17-503 Amendment #1

BACKGROUND:

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the EMPG grant agreement #17-503 Amendment #1 authorizing the director, Nancy Bush, to sign the agreement.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042**

AMENDMENT #1

This is Amendment #1 to Grant Agreement #17-503 effective January 16, 2018 between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clackamas County.

THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):

Exhibit A: The Budget is hereby amended as follows:

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	<i>[\$162,395]</i>	<u>\$ 324,790</u>
Match Funds:	<i>[\$162,395]</i>	<u>\$ 324,790</u>
Total Budget:	<i>[\$324,790]</i>	<u>\$ 649,580</u>
Personnel Services	<i>[\$324,790]</i>	<u>\$ 649,580</u>
General Office Supplies	<i>[\$]</i>	\$ -
Other Supplies	<i>[\$]</i>	\$ -
Rent	<i>[\$]</i>	\$ -
Phone	<i>[\$]</i>	\$ -
Other Utilities	<i>[\$]</i>	\$ -
Contractual/Professional Services - Specify	<i>[\$]</i>	\$ -
Maintenance Costs - Specify	<i>[\$]</i>	\$ -
Travel/Vehicle Expenses/Mileage	<i>[\$]</i>	\$ -
Training/Workshops/Conferences	<i>[\$]</i>	\$ -
Cost Allocations/De Minimis	<i>[\$]</i>	\$ -
Other - Specify	<i>[\$]</i>	\$ -
Total (Grant plus Match)	<i>[\$324,790]</i>	<u>\$ 649,580</u>

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Signature Page Follows

Approved by:

Clint Fella, Mitigation and Recovery Services Section Manager, OEM

Date

Signature of Authorized Subrecipient Official

Date



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

March 13, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to add an additional site to the Intergovernmental Agreement
between Clackamas Broadband eXchange and the City of Oregon City

Purpose/Outcomes	CBX is looking for approval to add an additional site with the City of Oregon City for a new dark fiber connection.
Dollar Amount and Fiscal Impact for CBX	The City of Oregon City will pay a non-recurring fee of \$7,315.00 for the new fiber construction. The City of Oregon City will pay a recurring lease fee of \$3,060.00 annually for this new connection.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the City of Oregon City.
Duration	Effective upon signature by the board the Service Level Agreement can be renewed on a year to year basis.
Previous Board Action	Board previously approved CBX to build and maintain a dark fiber connection for the Summit Learning Charter.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to build a new fiber lateral to extend the CBX network to include a new fiber connection for the City of Oregon City to their Community Development Center.

This amendment agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval to amend this intergovernmental agreement. This IGA will allow CBX to provide fast effective fiber connectivity to the City of Oregon City at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Oregon City

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to City of Oregon City (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth their respective rights and obligations with respect to the provision of Services in this Agreement,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth below, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes. The County and City have entered into that certain Right of Way Use and Franchise Agreement, effective as of December 1, 2012 ("ROW Agreement") and nothing in this Agreement shall change or be understood to conflict with the ROW Agreement.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provide the service to each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment and labor, shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall: (i) construct Fiber into each Customer building enumerated in Appendix A; (ii) splice fiber into existing County fiber optic resources; (iii) terminate County's optical fiber in each Customer building; (iv) test and certify appropriate Fiber performance at each Customer location; and (v) provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon written request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service pursuant to Section 3, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days notice in accordance with Section 19, this Agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in this Agreement and Appendix A for the term indicated in Section 5, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be updated from time to time upon mutual agreement of the

parties.

7. Payment Options

a. Annual Payments

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. Alternative Payment Frequency

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as

required by law or a court of competent jurisdiction.

10. Content Control and Privacy

Customer shall have full and complete control of, and full responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the actions of County employees or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used in this Section include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude County or Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to the other party.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE

CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated by this reference.

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties agree and understand that any obligation of Customer to obtain services provided by this Agreement is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer and County shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency adopted or established during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer or

County.

19. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform without providing ninety (90) days written notice, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.
- d. In the event County terminates this Agreement, County shall reimburse to Customer all amounts paid on the unexpired term of this Agreement. In the event County terminates this Agreement prior to the end of the first year of service, County shall also reimburse to Customer any nonrecurring charges set forth in Appendix A.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, employees or agents for any loss, costs, expense, or damage arising out of any provision or requirement contained in this Agreement, or in the event this Agreement or any part of it is determined to be invalid.

23. Notice

Any notice required by this Agreement shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid,

or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

IT Supervisor
City of Oregon City
625 Center St
Oregon City, OR 97045
(503) 657-0891

with a copy to

ROW Program Manager
City of Oregon City
625 Center St
Oregon City, OR 97045
(503) 657-0891

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THE COUNTY AND THE CUSTOMER ARE PARTIES TO A SERVICE LEVEL AGREEMENT DATED September 28th, 2015. WITH THE EXCEPTION OF THIS ONE AGREEMENT SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER,

CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the date and year first written above.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

City of Oregon City
(Customer Name)

By (signature):  _____

Name (print): DAVID KNOLL

Title: IT SUPERVISOR

Date: 3/13/2018

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)	Customer Initials
1	Fire Station # 17 624 7 th St Oregon City, OR 97045	Oregon City Community Development 698 Warner Milne Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00	

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)	Customer Initials
1	Fire Station # 17 624 7 th St Oregon City, OR 97045	Oregon City Community Development 698 Warner Milne Rd Oregon City, OR 97045	Construction	\$7,315.00	

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the Consumer Price Index (CPI) for urban wage earners and clerical workers for the Portland, Oregon metropolitan region for the prior year, unadjusted for seasonal variations, as determined by the Bureau of Labor Statistics of the Department of Labor and as published in such Bureau of Labor Statistics Detailed Report.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
 - b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
 - c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
 - d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
 - e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.
5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.

March 22, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Lease with Blackhawk, LLC for
Clackamas County Tourism and Cultural Affairs Office Space

Purpose/ Outcomes	To secure office space for Clackamas County Tourism and Cultural Affairs Department.
Dollar Amount and Fiscal Impact	First year rent is \$10,427.67 per month, with annual CPI based adjustments. Pursuant to ORS 307.112, Landlord to credit Tenant \$2 per square feet of rentable area monthly (\$744.83) upon demonstration Tenant has successfully applied for property tax exemption.
Funding Source	Tourism Development Fund. No County General Funds are involved.
Duration	Ten years (120 months) from date of Commencement
Previous Board Action	This is a new lease. No previous Board action.
Strategic Plan Alignment	Build public trust through good government. Grow a vibrant economy. Build a strong infrastructure.
Contact Person	Danielle Cowan – TCA Director – 503-655-8420
Contract No.	NA

BACKGROUND:

Clackamas County Tourism and Cultural Affairs (CCTCA) requests the approval of a Lease with Blackhawk, LLC for office space for its operations. The Department has outgrown its current location. Other departments that have also experienced growth have expressed an interest in taking over CCTCA's current space.

The idea of the Department securing suitable accommodations off campus has been cleared with the County Administrator. The Department engaged in a search for alternative office space for about a year. The commercial rental market is tight and it has been difficult to find the right sized space with the right accommodations and features. After considerable effort we identified a space with approximately 4,469 sq. ft. located in a corporate office park at 1830 Blankenship Road in West Linn, OR.

We have reached an agreement with the landlord, Blackhawk LLC, on necessary tenant improvements and have negotiated a favorable lease with the assistance of County Council. That

lease is before you today for consideration.

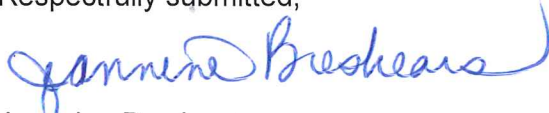
One minor item has been identified by Counsel. That is section 8.2 of the Lease; Waiver of Subrogation. Under this clause the Landlord would not be liable for loss or damage caused by water damage, sprinkler leakage and the likes. Both Risk and Counsel acknowledge that this waiver is standard boilerplate BOMA lease language and that the potential for risk is small. Should an incident occur that would result in damage to Department equipment the County maintains a property policy with a \$25,000 deductible. \$5,000 of which would be covered under that County's self-insurance program. The Department would be responsible for the remaining \$20,000. There is the possibility that the County could pursue reimbursement for losses caused by gross negligence on the part of the Landlord.

Given that the waiver of subrogation clause is standard commercial leases language, and that it has been difficult to identify alternative suitable office space, the Department is comfortable assuming this minor risk.

RECOMMENDATION:

Staff recommends the Board approval of this Lease.

Respectfully submitted,



Jeannine Breshears,
Marketing and Programs Manager

On behalf of
Danielle Cowan,
Executive Director, Clackamas County Tourism and Cultural Affairs

Standard Form of OFFICE LEASE
© 2011 BOMA OREGON

OFFICE LEASE

Between:

**Blackhawk, LLC
("Landlord")**

And

**Clackamas County, by and through its Department of Tourism and Cultural Affairs
("Tenant")**

Dated March __, 2018



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Standard Form of OFFICE LEASE
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1.1 Basic Lease Terms.

- A. **REFERENCE DATE OF LEASE** _____ March 2018 _____
- B. **TENANT:** Clackamas County by and through its Department of Tourism and Cultural Affairs
- Trade Name: _____ Oregon's Mt. Hood Territory _____
- Address (Leased Premises): _____ 1830 Blankenship Road, Suite 100 _____
_____ West Linn, OR 97068 _____
- Address (For Notices): _____ Same _____
- Primary Tenant Contact: _____ Executive Director _____
- Telephone: _____ 503-655-8490 _____
- E-mail address: _____ Danielle@mthoodterritory.com _____
- C. **LANDLORD:** _____ Blackhawk, LLC _____
_____ 1800 Blankenship Road; Suite 325 _____
_____ West Linn, OR 97068 _____
- Address (For Notices): _____
- Landlord Primary Contact: _____ Marci Buchheit _____
- Telephone: _____ 503-742-1942 _____
- E-mail address: _____ Marcib@pnwmg.com _____
- Address for Rent Payments: _____ same as above _____
- D. **PREMISES:** Suite 100 at the 1830 Blankenship Road Building in West Linn, Oregon, as generally shown on Exhibit A hereto.
- E. **PREMISES AREA:** Approximately 4,469 Rentable Square Feet (See Exhibit "A").
- F. **BUILDING AREA:** Approximately 20,655 Rentable Square Feet.
- G. **TENANT'S PROPORTIONATE SHARE:** 21.6%. The percentage is obtained by dividing the rentable square feet of the Premises by the total number of rentable square feet of the Building. Landlord may modify Tenant's Proportionate Share if the Building size is increased or decreased, as the case may be.
- H. **TENANT'S PERMITTED USE OF PREMISES:**
_____ General office and public meeting space use. _____



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I. **TERM OF LEASE:** Commencement Date based upon completion of tenant improvements for occupancy. _____

Expiration Date: 10 years from Commencement Date

Number of Full Calendar Months: _____ 120 _____

J. **INITIAL BASE MONTHLY RENT:** \$ _____ 10,427.67 _____

K. **BASE RENT ADJUSTMENT**

On an annual basis, the base rent shall be adjusted from the Commencement Date based on the cost of living adjustment (Section 19.2).

L. **SECURITY DEPOSIT:** Upon execution of this lease, Tenant shall deposit with Landlord \$10,427.67 (the "Deposit").

M. **PARKING:** 25 unreserved Spaces

N. **PREPAID RENT:** Upon execution of this Lease, Tenant shall deposit with Landlord \$10,427.67 (the "Prepaid Rent"), which shall be Base Monthly Rent due for month one of the Lease Term.

O. **BASE YEAR:** Property Taxes 2017-2018

For valuable consideration, Landlord and Tenant covenant and agree as follows:

1.2 **Lease of Premises.**

Landlord leases to Tenant the premises described in the Basic Lease Terms and shown on Exhibit A (the "Premises"), located in the Building, subject to the terms and conditions of this Lease.

1.3 **Delivery of Possession and Commencement.**

Should Landlord be unable to deliver possession of the Premises on the Commencement Date stated in the Basic Lease Terms, the Commencement Date will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within ninety (90) days following the Commencement Date set forth in the Basic Lease Terms, then Tenant may elect to terminate this Lease by notice to Landlord within ten (10) days following expiration of the ninety (90)-day period. The expiration date of this Lease shall be the date stated in the Basic Lease Terms or, if later, the last day of the calendar month that is the number of full calendar months stated in the Basic Lease Terms from the month in which the Commencement Date occurs. The Premises shall be improved in accordance with Exhibit B. The existence of any "punchlist"-type items shall not postpone the Commencement Date of this Lease. Tenant's occupancy of the Premises shall constitute conclusive acceptance of the amount of square footage stated herein, and of the condition of the Premises.

2.1 **Rent Payment.**

Tenant shall pay to Landlord the Base Rent for the Premises and any additional rent provided herein, without deduction or offset except as provided for in Section 19.1 Tax Adjustment. At the same time as execution of the Lease, Tenant shall pay the Base Rent for the first full month of the Lease term for which rent is payable. Rent is payable in advance on the first day of each month commencing on the Commencement Date of this Lease. Rent for any partial month during the Lease term shall be prorated to reflect the number of days

during the month that Tenant occupies the Premises. Additional rent or adjustments means amounts determined under Section 19 of this Lease and any other sums payable by Tenant to Landlord or credited by Landlord to Tenant under this Lease. Rent not paid when due shall bear interest at the rate of one and one-half percent (1 ½%) per month, or if less the maximum applicable rate of interest permitted by law, until paid. Tenant acknowledges that late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain, and that such interest represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment and is not a penalty. Neither imposition or collection nor failure to impose or collect such late charge or interest shall be considered a waiver of any other remedies available for default.

2.2 Prepaid Rent.

Upon the execution of this Lease, Tenant shall pay to Landlord the prepaid rent set forth in the Basic Lease Terms. Landlord's obligations with respect to the prepaid rent are those of a debtor and not of a trustee, and Landlord shall be entitled to commingle the prepaid rent with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the prepaid rent. Landlord shall be entitled to immediately endorse and cash Tenant's prepaid rent; however, such endorsement and cashing shall not constitute Landlord's acceptance of this Lease. In the event Landlord does not accept this Lease, Landlord shall promptly return said prepaid rent to Tenant.

3.1 Security Deposit.

At the same time as execution of the Lease by Tenant, Tenant shall pay to Landlord the amount stated in the Basic Lease Terms as a Security Deposit. Landlord may apply the Security Deposit to pay the cost of performing any obligation Tenant fails to perform within the time required by this Lease, but such application by Landlord shall not waive Landlord's other remedies nor be the exclusive remedy for Tenant's default. If the Security Deposit is applied by Landlord, Tenant shall on demand pay the sum necessary to replenish the Security Deposit to its original amount. In no event will Tenant have the right to apply any part of the Security Deposit to any rent or other sums due under this Lease. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return the entire Security Deposit to Tenant, except for any portion retained by Landlord pursuant to the provisions of Section 12.1 of this Lease. Landlord's obligations with respect to the Security Deposit are those of a debtor and not of a trustee, and Landlord shall be entitled to commingle the Security Deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit. Landlord shall be entitled to immediately endorse and cash Tenant's Security Deposit; however, such endorsement and cashing shall not constitute Landlord's acceptance of this Lease. In the event Landlord does not accept this Lease, Landlord shall return said Security Deposit. If Landlord sells its interest in the Premises during the term hereof and deposits with or credits to the purchaser the unapplied portion of the Security Deposit, thereupon Landlord shall be discharged from any further liability or responsibility with respect to the Security Deposit.

4.1 Use.

Tenant shall use the Premises as a business for the Tenant's Permitted Use stated in the Basic Lease Terms and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply and cause the Premises to comply with all applicable laws, ordinances, rules and regulations of any public authority ("Laws") and shall not annoy, obstruct, or interfere with the rights of other tenants of the Building. Tenant shall create no nuisance nor allow any objectionable fumes, noise, light, vibration, radiation, or electromagnetic waves to be emitted from the Premises. If any sound or vibration produced by Tenant's activities is detectable outside the Premises, Tenant shall provide such insulation as is required to muffle such sound or vibration and render it undetectable at Tenant's cost. Tenant shall not conduct any activities beyond the uses permitted by this lease that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed

or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise, and other personal property in or about the Premises.

4.2 Equipment.

Tenant shall install in the Premises only such equipment as is customary for Tenant's Permitted Use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location of and manner of installing any wiring or electrical, heat generating, climate sensitive or communication equipment or exceptionally heavy articles. All telecommunications equipment, conduit, cables and wiring, additional dedicated circuits and any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense and at Landlord's written request shall be removed by Tenant at Tenant's sole cost and expense. Landlord shall have no obligation to permit the installation of equipment by any telecommunications provider whose equipment is not then servicing the Building. Tenant shall have no right to install any equipment on or through the roof of the Building, or use or install or store any equipment or other items outside the interior boundary of the Premises.

4.3 Signs and Other Installations.

No signs, awnings, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises, including any window covering (shades, blinds, curtains, drapes, screens, or tinting materials) without Landlord's written consent, and Landlord's approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this Lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof. Tenant may not install any alarm boxes, foil protection tape or other security equipment on the Premises without Landlord's prior written consent. Any material violating this provision may be removed and disposed of by Landlord without compensation to Tenant, and Tenant shall reimburse Landlord for the cost of the same upon request.

4.4 Parking.

If a number of parking spaces is designated in the Basic Lease Terms, then during the term of this Lease, Landlord shall make available to Tenant's employees, customers, guests and visitors such number of parking space(s) at the parking lot servicing the Building. Landlord's obligation pursuant to this Section shall be limited to making such spaces available in whatever manner Landlord deems appropriate (attended, unattended, marked stalls, or other means), so long as the number of spaces referred to are made available to Tenant.

5.1 Utilities and Services.

Landlord will furnish water and electricity to the Building at all times and will furnish heat and air conditioning, at building standard levels, during the normal Building hours as established by Landlord. Janitorial service will be provided in accordance with the regular schedule of the Building, which schedule and service may change from time to time. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, unless caused by Landlord. Landlord shall take all reasonable steps to correct any interruptions in service caused by defects in utility systems within Landlord's reasonable control. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Tenant shall provide its own surge protection for power furnished to the Premises. Landlord shall have the exclusive right to choose the utility service providers to the Premises and may change providers at its discretion. Tenant shall cooperate with Landlord and the utility service providers at all times as reasonably necessary, and shall allow Landlord and utility service providers reasonable access to the pipes, lines, feeders, risers, wiring, and any other machinery within the Premises. Tenant shall not contract or engage any other utility provider without prior written approval of Landlord, which approval Landlord may withhold or condition in Landlord's discretion.

5.2 Extra Usage.

If Tenant uses utilities or services of any kind because of operation outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting, or any other cause, Landlord may seek reimbursement from Tenant for actual costs of supplying such extra utilities or services, which reimbursement shall be payable monthly by Tenant, upon invoice from Landlord, in conjunction with rent payments. In case of dispute over any extra charge under this Section, Landlord shall designate a qualified independent engineer whose decision shall be conclusive on both parties. Landlord and Tenant shall each pay one-half (1/2) of the cost of such determination. Landlord reserves the right to install separate meters for any such utility.

5.3 Security.

Landlord may but shall have no obligation to provide security service or to adopt security measures regarding the Premises, and Tenant shall cooperate with all reasonable security measures adopted by Landlord. Tenant may install a security system within the Premises with Landlord's written consent, which consent will not be unreasonably withheld. Landlord will be provided with an access code to any security system and shall not have any liability for accidentally setting off Tenant's security system. Landlord may modify the type or amount of security measures or services provided to the Building or the Premises at any time with adequate notice.

6.1 Maintenance and Repair.

6.1.1 Landlord shall maintain and repair in good condition the Building structure, roof, exterior walls and doors, exterior windows and common areas of the Building, and the electrical, mechanical, plumbing, heating and air conditioning systems, facilities and components located in the Building that are used in common by all tenants of the Building (including replacing building standard light bulbs). Tenant shall maintain and repair the Premises in good condition, including, without limitation, maintaining and repairing all interior walls, floors, and ceilings, all interior doors, partitions and windows, and all Premises systems, fixtures, and equipment that are not the maintenance responsibility of Landlord, as well as damage caused by Tenant, its agents, employees, contractors or invitees.

6.1.2 Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs or alterations to the Building, and Landlord shall have no liability for interference with Tenant's use because of such work. Work may be done during normal business hours. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy caused by Landlord's maintenance and repair, and no such interruption or repair shall be construed as a constructive or otherwise eviction of Tenant.

6.1.3 Repair of damage caused by negligent or intentional acts or breach of this Lease by Tenant, its agents, employees, contractors, or invitees shall be at Tenant's expense.

6.2 Alterations.

6.2.1 Tenant shall not make any alterations or additions to the Premises, or install any wall or floor covering without Landlord's prior written consent, which consent may not be unreasonably withheld. Should Landlord consent in writing to Tenant's alteration of the Premises, Tenant shall have work performed by a person or entity approved by Landlord for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations with due diligence in compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner that will not unreasonably interfere with the quiet enjoyment of other tenants of the Building. Any fixtures installed by Tenant shall at once become part of the Premises and belong to Landlord, except for removable machinery and unattached movable trade fixtures. Landlord may at its option require that Tenant remove any improvements, alterations, wiring, cables, or conduit installed by or for Tenant and restore the Premises to the original condition upon termination of this Lease. Landlord shall have the right to approve the person or

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entity used by Tenant for any work in the Premises, and to post notices of non-responsibility in connection with work being performed by Tenant in the Premises. Work by Tenant shall comply with all laws then applicable to the Premises. Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities or any alterations.

6.2.2 Landlord may perform alterations to or change the configuration of the Building common areas, the parking area, and other exterior common areas. Any configuration alteration that affects the Premises shall require prior written authorization of Tenant only if it may adversely affect tenant in some way.

7.1 Indemnity.

Tenant shall indemnify, defend, and hold harmless Landlord and its managing agents, and employees from any claim, liability, damage, or loss occurring on the Premises, or any cost or expense in connection therewith (including attorney fees), up to the liability limits provided by the Oregon Tort Claims Act, to the extent it arises from any act or omission of the Tenant.

Landlord shall indemnify, defend, and hold harmless Tenant and its officers, agents, and employees from any claim, liability, damage, or loss occurring on the Premises, or any cost or expense in connection therewith (including attorney fees), to the extent it arises from any act or omission of the Landlord.

7.2 Insurance.

Tenant is self-insured. Landlord acknowledges that Tenant may be self-insured for some or all of the required coverages. Landlord accepts Tenant's self-insurance program. Tenant's self-insurance program shall not seek contribution from any insurance or self-insurance carried by the Landlord. Tenant shall provide a letter signed by the Risk Manager as evidence of the program or a certificate of self-insurance indicating which coverage is included in the program.

8.1 Fire or Casualty.

"Major Damage" means damage by fire or other casualty to the Building or the Premises that causes the Premises or any substantial portion of the Building to be unusable, or that will cost more than twenty-five percent (25%) of the pre-damage value of the Building to repair, or that is not covered by insurance. In case of Major Damage, Landlord may elect to terminate this Lease by notice in writing to the Tenant within thirty (30) days after such date. If this Lease is not terminated following Major Damage, or if damage occurs that is not Major Damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to alterations installed or paid for by Tenant or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. Unless the casualty was caused by Tenant, rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not usable by Tenant.

8.2 Waiver of Subrogation.

Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Landlord, its managing agent, nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are covered by property insurance or could be covered by a customary broad form of property insurance policy, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9.1 Eminent Domain.

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that possession is taken by the condemning authority. If this Lease is not terminated, then rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.

10.1 Assignment and Subletting.

Tenant shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing excepting partner agencies and non-profits which are hereby approved, such as Clackamas County Arts Alliance. This provision shall apply to all transfers by operation of law, and to all mergers and changes in control of Tenant, all of which shall be deemed assignments for the purposes of this Section except as herein approved. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. If Tenant proposes a subletting or assignment for which Landlord's consent is required, Landlord shall have the option of terminating this Lease and dealing directly with the proposed subtenant or assignee, or any third party. If Landlord does not terminate this Lease, Landlord shall not unreasonably withhold its consent to any assignment or subletting provided the effective rental paid by the subtenant or assignee is not less than the current scheduled rental rate of the Building for comparable space and the proposed Tenant is compatible with Landlord's normal standards for the Building. Tenant shall pay a nonrefundable fee in the amount of Seven Hundred Fifty Dollars (\$750) to Landlord at the time of any request for assignment or subletting, and shall also pay Landlord's reasonable attorney fees incurred in connection with any such request.

11.1 Default and Remedies for Default.

Any of the following shall constitute an Event of Default by Tenant under this Lease (time of performance being of the essence of this Lease):

11.1.1 Tenant's failure to pay rent when due or any other charge under this Lease within ten (10) days after it is due.

11.1.2 Tenant's failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the twenty (20)-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to complete correction as soon as possible but not later than ninety (90) days after the date of Landlord's notice.

11.1.3 Failure of Tenant to execute the documents described in Section 16.1 or 16.3 within the time required under such Sections; failure of Tenant to provide or maintain the insurance required of Tenant pursuant hereto; or failure of Tenant to comply with any Laws as required pursuant hereto within twenty-four (24) hours after written demand by Landlord.

11.1.4 Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Tenant's properties or financial records.

11.1.5 Assignment or subletting by Tenant in violation of Section 10.1.

11.1.6 Vacation or abandonment of the Premises without the written consent of Landlord or failure to occupy the Premises within twenty (20) days after notice from Landlord tendering possession.

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The failure of either party hereto to comply with any term or condition of this lease shall be an Event of Default.

Except for Tenant's rent obligation, if there is an Event of Default by either party, the non-defaulting party shall provide written notice to the defaulting party describing with reasonable particularity the act or omission resulting in the Event of Default. The defaulting party shall thereafter have twenty (20) days following the written notice to cure the Event of Default, or if the Event of Default cannot reasonably be cured within the twenty (20) -day period, this provision shall be satisfied if defaulting party commences correction within such period, and thereafter proceeds in good faith and with reasonable diligence to complete correction, as soon as possible.

If the defaulting party fails to timely cure the Event of Default, then the non-defaulting party may pursue any and all remedies available to it at law, including but not limited to terminating this Lease and seeking damages incurred as a result of the default.

11.2 Right to Cure.

Landlord may, but shall not be obligated to, make any payment or perform any obligation that Tenant has failed to perform when required under this Lease. All of Landlord's expenditures incurred to correct the failure to perform shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the rate of one and one-half percent (1 ½%) per month. Landlord's right to correct Tenant's failure to perform is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all the covenants herein required to be performed by Tenant, or deprive Landlord of any other right Landlord may have by reason of default of this Lease by Tenant, whether or not Landlord exercises its right under this Section.

Tenant may, but shall not be obligated to, make any payment or perform any obligation that Landlord has failed to perform when required under this Lease. All of Tenant's expenditures incurred to correct the failure to perform shall be reimbursed by Landlord upon demand with interest from the date of expenditure at the rate of one and one-half percent (1 ½%) per month. Tenant's right to correct Landlord's failure to perform is for the sole protection of Tenant and the existence of this right shall not release Landlord from the obligation to perform all the covenants herein required to be performed by Landlord, or deprive Tenant of any other right Tenant may have by reason of default of this Lease by Landlord, whether or not Tenant exercises its right under this Section.

12.1 Surrender; Holdover.

On expiration or early termination of this Lease, Tenant shall deliver all keys to Landlord and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all its furnishings and trade fixtures that remain its property and any alterations, cables or conduits if required by Section 6.2, and shall repair all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and, following ten (10) days' written notice, Landlord may remove or dispose of it in any manner without liability, and recover the cost of removal and other damages from Tenant. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this Lease except that rent shall be One Hundred Fifty percent (150%) the total rent being being charged when the Lease term expired, and any option or other rights regarding extension of the term or expansion of the Premises shall no longer apply; or (ii) to eject Tenant from the Premises (using self-help or otherwise) and recover damages caused by wrongful holdover.

13.1 Regulations.

Landlord shall have the right but shall not be obligated to make, revise, and enforce rules and regulations or policies consistent with this Lease for the purpose of promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Building, including, but not limited to, moving, use of common areas,

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and prohibition of smoking. All such regulations and policies including those, if any, attached to this Lease, shall be complied with as if part of this Lease and failure to comply shall be a default.

14.1 Access.

During times other than normal Building hours, Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Building. It is understood by Landlord and Landlord hereby accepts and acknowledges that Tenant hosts night and weekend meetings in conference areas of Premises. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord may regulate access to any Building elevators outside of normal Building hours. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this Lease, to perform necessary services, maintenance, and repairs or alterations to the Building or the Premises, to post notices of non-responsibility, or to show the Premises to any prospective tenant or purchaser. Except in case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

14.2 Furniture and Bulky Articles.

Tenant shall move furniture and bulky articles in and out of the Building or make independent use of any elevators only at times approved by Landlord following at least 24 hours' written notice to Landlord of the intended move.

15.1 Notices.

Notices between the parties relating to this Lease shall be in writing, effective when delivered during business hours by facsimile transmission, hand delivery, private courier, or regular or certified U.S. mail. Notices shall be delivered postage prepaid, to the address or facsimile number for the party stated in the Basic Lease Terms or to such other address as either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to Landlord at the same address stated in the Basic Lease Terms and in the same manner, but shall be considered paid only when received.

16.1 Subordination and Attornment.

This Lease shall be subject to and subordinate to any mortgage, deed of trust, ground lease, master lease or land sale contract (hereafter collectively referred to as encumbrances) now existing against the Building. At Landlord's option, this Lease shall be subject and subordinate to any future encumbrance, ground lease or master lease hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination. If any encumbrance is foreclosed, then if the purchaser at foreclosure sale gives to Tenant a written agreement to recognize Tenant's Lease, Tenant shall attorn to such purchaser and this Lease shall continue.

16.2 Transfer of Building.

If the Building is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the Landlord under this Lease, and, provided the purchaser or transferee assumes all obligations under this Lease thereafter accruing, the transferor shall have no further liability hereunder.

16.3 Estoppels.

Either party will within ten (10) days after notice from the other execute, acknowledge, and deliver to the other party a certificate certifying whether or not this Lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of

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any encumbrance, or any underlying lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this Lease.

17.1 Intentionally Left Blank.

18.1 Quiet Enjoyment.

Landlord warrants that as long as Tenant complies with all terms of this Lease it shall be entitled to possession of the Premises free from any eviction or disturbance by Landlord or parties claiming through Landlord.

19.1 Tax Adjustment.

Tenant shall apply for a property tax exemption for Premises pursuant to ORS 307.112. When the exemption shows on Landlord's property tax statement, the Landlord shall credit the tenant Two Dollars (\$2.00) per rentable square foot calculated as Seven Hundred Forty Four Dollars and Eighty Three Cents (\$744.83) every month, beginning the month that correlates to the property tax bill (July 2018).

If such property tax exemption is not approved, Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of the amount of which real property taxes for the Building and its underlying land increase over the Base Year stated in the Basic Lease Terms. Effective January 1 of each year, Landlord shall estimate the amount of real property taxes for the ensuing calendar year. Tenant shall pay each month, at the same time as Base Rent, one-twelfth (1/12) of Landlord's estimate of Tenant's Proportionate Share of real property taxes, provided that Landlord may revise its estimate during any year with reasonable cause and the additional estimate shall be payable as equal additions to rent for the remainder of the calendar year. Following the end of each calendar year, or when actual tax year information becomes available, Landlord shall compute the actual real property taxes and bill Tenant for any deficiency or credit Tenant with any excess collected. Tenant shall pay any such deficiency within thirty (30) days after Landlord's billing, whether or not this Lease shall have expired or terminated at the time of such billing. "Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located, the cost of contesting any tax, and any form of fee or charge imposed on Landlord as a direct consequence of owning or leasing the Premises, including but not limited to rent taxes, gross receipt taxes, leasing taxes, or any fee or charge wholly or partially in lieu of or in substitution for ad valorem real property taxes or assessments, whether now existing or hereafter enacted. If, during the term of this Lease, the voters of the state in which the Premises are located or the state legislature enacts a real property tax limitation, then any substitute taxes, in any name or form, that may be adopted to replace or supplement real property taxes shall be added to taxes for purposes of this Section 19.1. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of Tenant's improvements to the Premises, then Tenant shall pay 100 percent (100%) of such increase.

19.2 Additional Rent: Cost-of-Living Adjustment.

Effective on each anniversary following the Commencement Date of this Lease, Landlord shall be entitled to recover additional rent to be pro-rated monthly which shall be a percentage of Base Rent equal to the percentage increase, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase shall be computed by comparing the schedule entitled "West Urban Region, All Items, 1982 - 84 = 100" for the latest available month three (3) months preceding the month in which the Lease term commenced with the same figure for the same month in the years for which the adjustment is computed. All comparisons shall be made using index figures derived from the same base period and in no event shall this provision operate to decrease the monthly rent for the Premises below the previous monthly Base Rent. If the index cited above is revised or discontinued during the term of this Lease, then the index that is designated by the Portland Metropolitan Association of Building Owners and Managers to replace it shall be used.

19.3 Annual Adjustment Disputes.

If Tenant disputes any computation of additional rent or rent adjustment under Sections 19.1 through 19.2 of this Lease, Tenant shall give notice to Landlord not later than thirty (30) days after the notice from Landlord describing the computation in question, but in any event not later than (thirty) 30 days after expiration or earlier termination of this Lease. If Tenant fails to give such a notice, the computation by Landlord shall be binding and conclusive between the parties for the period in question. If Tenant gives a timely notice, the dispute shall be resolved by a mutually agreed upon independent certified public accountant whose decision shall be conclusive between the parties. Each party shall pay one-half (1/2) of the fee for making such determination. Nothing herein shall reduce Tenant's obligations to make all payments as required by this Lease. In no event shall Landlord have any liability to Tenant based on its calculation of additional rent or rent adjustments, except and only the obligation to cause any correction to be made pursuant to this Section 19.3. Tenant shall maintain as strictly confidential the existence and resolution of any dispute regarding rent charges hereunder.

20.1 Hazardous Materials.

Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises, except reasonable quantities of cleaning supplies and office supplies necessary to or required as part of Tenant's business that are generated, used, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices. Tenant covenants to remove from the Premises (or the Building, if applicable), upon the expiration or sooner termination of this Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of this Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord, Landlord's managing agent, and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Premises that occurs during the term of this Lease. Tenant shall promptly notify Landlord of any release of Hazardous Materials in, on, or about the Premises that Tenant or Tenant's agents or employees become aware of during the Term of this Lease, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities. Landlord shall promptly notify Tenant of any release of Hazardous Materials in, on, or about the Premises and/or Building that Landlord or Landlord's agents or employees become aware of during the term of this Lease. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the state of Oregon, or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state, or local law, (ii) petroleum, and (iii) asbestos. The provisions of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

20.2 Mold.

Tenant shall not allow or permit any conduct or omission at the Premises, or anywhere on Landlord's property, that will promote or allow the production or growth of mold, spores, fungus, or any other similar organism, and shall indemnify and hold Landlord harmless from any claim, demand, cost and expense (including attorney fees) arising from or caused by Tenant's failure to strictly comply with its obligations under this provision.

Landlord shall not allow or permit any conduct or omission at the Building, or anywhere on Landlord's property, that will promote or allow the production or growth of mold, spores, fungus, or any other similar organism, and shall indemnify and hold Tenant harmless from any claim, demand, cost and expense (including attorney fees) arising from or caused by Landlord's failure to strictly comply with its obligations under this provision.

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21.1 Complete Agreement; No Implied Covenants.

This Lease and the attached Exhibits and Schedules, if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties, except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

21.2 Tenant Improvements

Tenant Improvement design and construction documents have been approved by both Tenant and Landlord as Exhibit B. All identified Tenant Improvements are to be constructed at Landlord's cost except as otherwise noted on Exhibit B-1. No further alternations or work is to be performed by Landlord except as otherwise agreed to by both Tenant and Landlord.

21.3 Captions.

The titles to the Sections of this Lease are descriptive only and are not intended to change or influence the meaning of any Section or to be part of this Lease.

21.4 Nonwaiver.

Failure by Landlord to promptly enforce any regulation, remedy, or right of any kind under this Lease shall not constitute a waiver of the same and such right or remedy may be asserted at any time after Landlord becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

Failure by Tenant to promptly enforce any regulation, remedy, or right of any kind under this Lease shall not constitute a waiver of the same and such right or remedy may be asserted at any time after Tenant becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

21.5 Consent.

Except where otherwise provided in this Lease, where consent is required by either Party it shall not be unreasonably withheld.

21.6 Force Majeure.

If performance by Landlord of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by governmental approvals, war, acts of terrorism, strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, governmental actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of Landlord, performance by Landlord for a period equal to the period of that prevention, delay, or stoppage is excused.

21.7 Commissions.

Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner, except for the broker(s) identified in the Basic Lease Terms. Landlord shall pay a leasing commission in accordance with a separate agreement between Landlord and broker, if applicable.

21.8 Successors.

This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

21.9 Financial Reports

Within fifteen (15) days after Landlord's request, Tenant will furnish Tenant's most recent annual budget document to Landlord, or such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements.

Tenant will discuss its financial statements with Landlord. Landlord will not disclose any aspect of Tenant's financial statements except (1) to Landlord's lenders or prospective purchasers of the Building who have executed a sales contract with Landlord, (2) in litigation between Landlord and Tenant, or (3) if required by court order.

21.10 Anti-Terrorism Law

A. Tenant represents and warrants to Landlord as follows:

(1) Neither Tenant, its constituents or affiliates nor any of their respective agents (collectively, the "Tenant Parties") is in violation of any law relating to terrorism or money laundering, including, but not limited to, Executive Order No. 13224 on Terrorist Financing, the U.S. Secrecy Act, as amended by the Patriot Act, the Trading with the Enemy Act, the International Emergency Economic Powers Act and all regulations promulgated thereunder, all as amended from time to time (collectively, "Anti-Terrorism Law").

(2) No action, proceeding, investigation, charge, claim, report, or notice has been filed, commenced, or threatened against any of the Tenant Parties alleging any violation of any Anti-Terrorism Law.

(3) None of the Tenant Parties has, after due inquiry, knowledge of any fact, event, circumstance, situation or condition which could reasonably be expected to result in any action, proceeding, investigation, charge, claim, report, notice or penalty being filed, commenced, threatened or imposed against any or them relating to any violation of or failure to comply with any Anti-Terrorism Law.

(4) None of the Tenant Parties is a "Prohibited Person." A Prohibited Person means any of the following:

(a) A person or entity that is "specially designated" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control or which is owned, controlled by, or acting for or on behalf of any such person or entity;

(b) A person or entity with whom Landlord is prohibited from dealing by any Anti-Terrorism Law.

(c) A person or entity that commits, threatens, or conspires to commit or supports "terrorism," as defined in any Anti-Terrorism Law.

(5) None of the Tenant Parties:

(a) Conducts any business or transactions or makes or receives any contribution of funds, goods, or services in violation of any Anti-Terrorism Law;

(b) Engages in or conspires to engage in any transaction that evades or avoids, has the purpose of evading or avoiding or attempts to violate any of the prohibitions of any Anti-Terrorism Law.

(6) Tenant covenants that it shall not:

(a) Conduct any business or transaction or make or receive any contribution of funds, goods, or services in violation of any Anti-Terrorism Law;

(b) Engage in or conspire to engage in any transaction that evades or avoids, has the purpose of evading or avoiding, or attempts to violate any of the prohibitions of any Anti-Terrorism Law.

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(c) Tenant agrees promptly to deliver to Landlord (but in any event within ten (10) days of Landlord’s written request) any certification or other evidence requested from time to time by Landlord, in its reasonable discretion, confirming Tenant’s compliance with the foregoing.

21.11 Representation; Preparation.

THIS LEASE, ATTACHMENTS AND AMENDMENTS WERE PREPARED AT THE DIRECTION OF LANDLORD AND TENANT AND BOTH HAVE BEEN ADVISED AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT COUNSEL TO REVIEW THIS LEASE, ATTACHMENTS, AND AMENDMENTS. THE RULE OF CONSTRUCTION THAT A WRITTEN AGREEMENT IS CONSTRUED AGAINST THE PARTY PREPARING OR DRAFTING SUCH AGREEMENT SHALL SPECIFICALLY NOT BE APPLICABLE TO THE INTERPRETATION OR ENFORCEMENT OF THIS LEASE, ATTACHMENTS, AND AMENDMENTS.

21.12 Exhibits

The following Exhibits are attached hereto and incorporated as a part of this Lease:

- Exhibit “A” - Premises
- Exhibit “B” – Optional Rider Work Agreement
- Exhibit “C” - Rules and Regulations

21.13 Contingency. This Lease Agreement is contingent upon the approval of the Landlord and is not binding until a fully executed copy is delivered to Tenant.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

LANDLORD: By: Jeff Parker_____

Title: Managing Member_____

By:_____

Title:_____

TENANT: By: Don Krupp_____

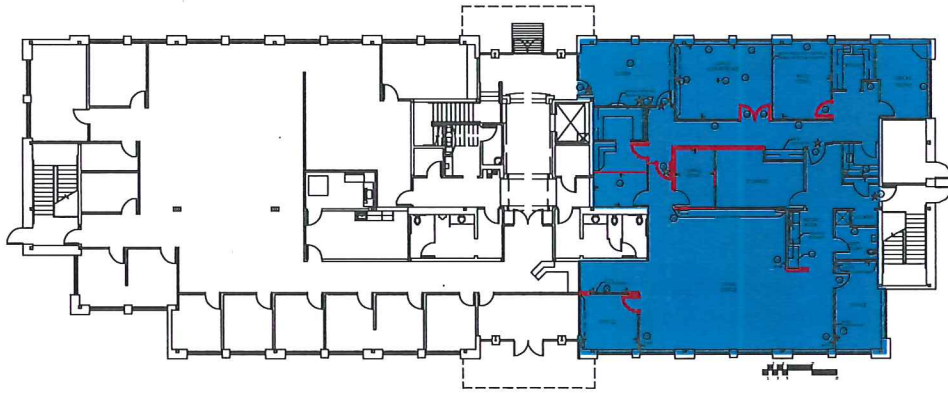
Title: Clackamas County Administrator_____

By:_____

Title:_____



Exhibit A



Willamette 205B
Suite 100

First Floor
4,469 Rentable Square Footage (RSF)

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EXHIBIT "B"
Optional Rider
Work Agreement

SECTION 1 PLANS

- 1.1 **Preliminary Plans.** Tenant has previously provided to Landlord preliminary drawings, plans, and specifications, as more fully described in Exhibit B-1 attached hereto, for the initial Tenant improvement work to be performed within and in connection with the Premises (the "Preliminary Plans").
- 1.2 **Final Plans.** Tenant shall coordinate the preparation of the working drawings, plans, and specifications (the "Working Plans") with Landlord, Landlord's building manager and architect. The Working Plans shall be consistent with the Preliminary Plans. On or before _____, 20__, Tenant shall deliver the Working Plans to Landlord, initialed by Tenant, to indicate Tenant's approval. The Working Plans shall be subject to Landlord's approval. Landlord's approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord does not give notice of disapproval, make a written request for additional information, or make corrections or changes to the Working Plans within ten (10) business days after Landlord receives the same, then the Working Plans shall be deemed approved by Landlord. Tenant shall make any reasonable changes to the Working Plans requested by Landlord that are not inconsistent with the Preliminary Plans. The Working Plans, once approved in accordance with the foregoing procedure, are hereinafter referred to as the "Plans."
- 1.3 **Tenant Improvement Work.** As used in this Work Agreement, "Tenant Improvement Work" means all work shown on the Plans, as they may be amended from time to time in accordance with this Work Agreement.
- 1.4 **Changes to the Plans.** Tenant shall not make any changes to the Plans without Landlord's prior written approval. Landlord's approval to any changes shall not be unreasonably withheld, conditioned, or delayed. All changes to the Plans shall be at Tenant's expense (excluding expenses arising from changes necessitated by the failure of Landlord or its agents or contractors to perform the Tenant Improvement Work in accordance with the Plans).

SECTION 2 PERFORMANCE OF TENANT IMPROVEMENT WORK.

The Tenant Improvement Work shall be performed in accordance with the following:

- 2.1 **Contractor.** Unless otherwise agreed in writing, all Tenant Improvement Work shall be performed by contractors and subcontractors selected by Landlord.
- 2.2 **Landlord's Obligation.** Landlord shall cause the Tenant Improvement Work to be completed in a good and workmanlike manner, substantially in accordance with the Plans. Notwithstanding the foregoing, Landlord reserves the right to make (i) reasonable substitutions of material of equivalent or better grade and quality when and if any specified material is not readily and reasonably available, provided that said substitutions may not materially alter the Plans, and (ii) changes necessitated by unanticipated conditions met in the course of construction.
- 2.3 **Tenant's Rights.** Subject to safety concerns, and upon the prior written consent of Landlord, which shall not be unreasonably withheld, Tenant may enter the Premises during the performance of the Tenant Improvement Work to inspect the performance of the Tenant Improvement Work. Subject to Landlord's prior written approval, which also shall not be unreasonably withheld, during the last thirty (30) days before the projected substantial completion of the Tenant Improvement Work, Tenant shall be permitted to enter the Premises (without being deemed to have taken or accepted possession) for the purpose of completing any



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approved additional work separate from the Tenant Improvement Work. All such inspections and entries shall be at Tenant's sole risk and Tenant shall ensure that such entry shall not interfere with the performance of the Tenant Improvement Work. All Tenant's agreements and obligations under the Lease, except for the obligation to pay rent, shall apply to any such early entry. Tenant shall coordinate all such additional work with Landlord and Landlord's contractors and subcontractors.

- 2.4 Tenant designates C.J. Sylvester, 2244 Valley Court, West Linn, OR, cell number: 503-432-1435 e-mail: fortrosegroupp@gmail.com as Tenant's construction representative ("Tenant's Construction Representative"). Tenant's Construction Representative shall be available for onsite and telephone consultations and decisions as necessary. If Tenant's Construction Representative is not readily available, Jim Austin, 150 Beavercreek Rd, Ste 245, Oregon City, OR, telephone number: 503-742-5901, cell number: 503-706-5449, e-mail: jim@mthoodterritory.com shall be the designated alternate representative. Tenant's Construction Representative shall have the authority to bind Tenant as to all matters relating to the Tenant Improvement Work. Landlord's designated construction representative is Marci Buchheit, 1800 Blankenship Road, Suite 325, West Linn, OR, telephone number: 503-406-6428, cell number: 360-823-6292, fax number: 503-742-1943, e-mail: marcib@pnwmg.com. Landlord's construction representative shall have the authority to bind Landlord as to all matters relating to the Tenant Improvement Work.

SECTION 3 Costs.

3.1 Landlord's Obligation.

- a) Subject to the terms and conditions set out herein, and the terms and conditions in the Lease, Landlord shall pay the Costs (as hereinafter defined) of the Tenant Improvement Work. As used in this Work Agreement, the term "Costs" means hard construction costs, architectural, engineering, and design fees and expenses, the reasonable costs of obtaining permits, the costs of measuring the rentable square footage of the Premises, Landlord's costs of reviewing the Plans, Landlord's project management fee, and costs associated with sustainability practices, if any.
- b) Landlord shall have no obligation to pay any part of the Tenant Improvement Work if there is any lien, suit, action, or proceeding pending with respect to any work performed by Tenant in the Premises, or if Tenant is otherwise in breach or default of any obligation under the Lease at the time disbursement is otherwise scheduled to be made.

SECTION 4 Substantial Completion.

- 4.1 **Definition.** For purposes of this Work Agreement and the Lease, the term "substantial completion" with respect to the Tenant Improvement Work means that the Tenant Improvement Work has been completed substantially in accordance with the Plans, notwithstanding that minor or insubstantial details of construction, mechanical adjustment, or decoration remain to be performed, the noncompletion of which does not materially adversely interfere with Tenant's beneficial use of the Premises. For purposes of the Lease, the date of delivery of the Premises to the Tenant, shall be deemed to occur on the date of substantial completion of the Tenant Improvement Work.
- 4.2 **Punch List.** Upon substantial completion of the Tenant Improvement Work, Landlord and Tenant shall promptly meet at the Premises, jointly inspect the Premises and note any items of Tenant Improvement Work that remain to be completed or require correction. Thereafter, Landlord shall promptly prepare and deliver to Tenant a list (the "Punch List") setting forth all the items of Tenant Improvement Work that remain to be corrected or completed. The joint inspection, delivery of the Punch List, and completion of the Punch List are not prerequisites to the occurrence of substantial completion. Landlord shall use reasonable efforts to cause all items set forth on the Punch List to be completed within one (1) month following completion of the



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preparation of the Punch List, unless any item requires additional time, in which event Landlord shall diligently complete the same as soon as reasonably practicable.

SECTION 5 Tenant Delays.

As used herein, the term "Tenant Delay" means any delay in substantial completion of the Tenant Improvement Work that is a result of: (a) Tenant's failure to timely deliver drawings, plans and specifications to Landlord for Landlord's review, and/or Tenant's failure to properly or timely respond to revisions to such drawings, plans and specifications by Landlord as set forth in this Work Agreement; (b) changes in the Tenant Improvement Work that are requested by Tenant after the Plans have been approved by Landlord (Landlord having no obligation to agree to any such changes except as set forth in Section 1.4 of this Work Agreement); (c) the performance or completion of any work or activity by a party employed by Tenant, including any of Tenant's employees, agents, contractors, subcontractors and materialmen; (d) any interference by Tenant or Tenant's contractors, subcontractors, materialmen, employees, or agents with the performance of the Tenant Improvement Work; or (e) the inclusion in the Plans of any long lead-time items. If any Tenant Delay occurs, then (notwithstanding anything herein or in the Lease to the contrary), the Commencement Date shall be the date that the Tenant Improvement Work would have been substantially complete but for such Tenant Delay, as reasonably determined by Landlord.

SECTION 6 Effect of Work Agreement.

Except as specifically modified by the terms and conditions of this Work Agreement, all terms and conditions of the Lease remain in full force and effect and all such terms and conditions apply to the performance of the parties' obligations under this Work Agreement. In the event of a conflict between the terms hereof and the terms of the Lease, the terms hereof shall control.

SECTION 7 Use of Capitalized Terms.

Terms capitalized, but not defined herein, shall have the meaning set out in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Work Agreement to be effective as of the Effective Date of the Lease.

Tenant:

Landlord:

By: _____
Dated: _____

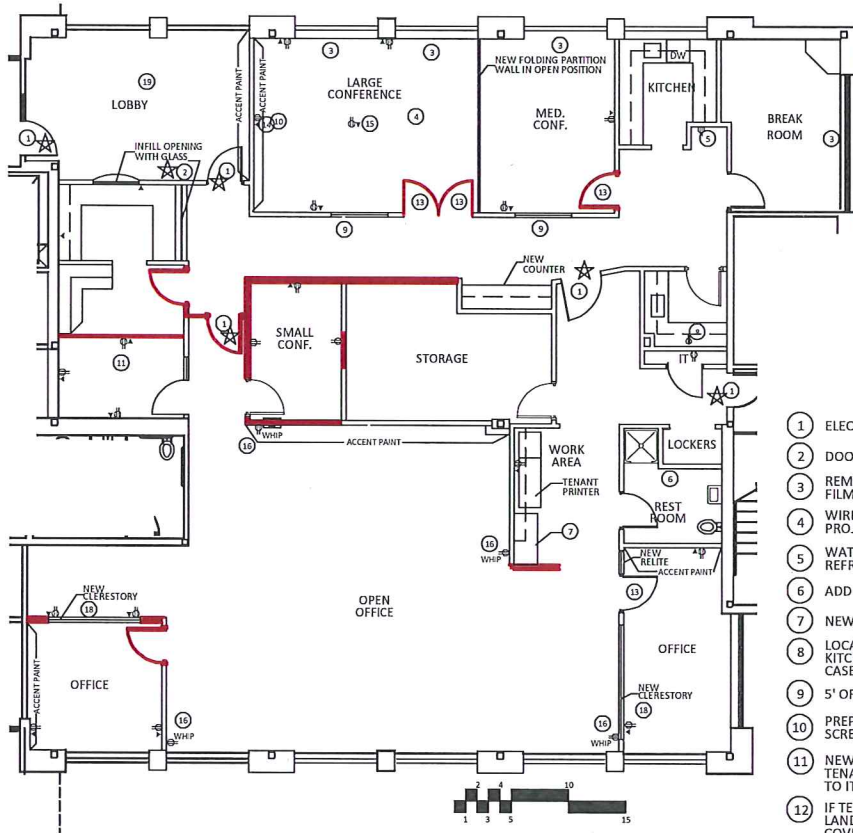
By: _____
Dated: _____

Exhibit B-1 Preliminary Plans



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Exhibit B1



- ① ELECTRONICALLY SECURED DOORS ★
- ② DOOR BELL AND CAMERA ★
- ③ REMOVE EXISTING WINDOW FILM AT EXTERIOR WINDOWS
- ④ WIRE OVERHEAD FOR PROJECTOR (LOW VOLTAGE)
- ⑤ WATER AND POWER FOR REFRIGERATOR
- ⑥ ADD HOOKS ON WALL
- ⑦ NEW LOWER CASEWORK
- ⑧ LOCATE STOVE IN SMALL KITCHENETTE MODIFY CASEWORK ACCORDINGLY
- ⑨ 5' OF GLASS
- ⑩ PREPARE WALL FOR 80" FLAT SCREEN TELEVISION
- ⑪ NEW OFFICE TO BE INVOICED TO TENANT FOR ALL WORK RELATED TO ITS COMPLETION
- ⑫ IF TENANT DOESN'T WANT TO USE LANDLORD'S WINDOW COVERINGS, THEY WILL BE BILLED AT THE TENANT'S EXPENSE. INSTALLATION OF BLINDS AT LANDLORD'S EXPENSE EXCEPT FOR ONES ALREADY HANGING
- ⑬ GLASS DOOR
- ⑭ BACK BOX WITH POWER AND DATA FOR TELEVISION
- ⑮ FLOOR MONUMENT, CENTER IN ROOM 4 ELEC., 2 DATA, 1 VOICE
- ⑯ 2" CONDUIT WHIP INCLUDE LOW VOLTAGE RACEWAYS
- ⑰ WALL OUTLETS IN WORK AREAS NEED TO MEET ELECTRICAL CODE (QUALITY AND LOCATION)
- ⑱ NEW CLERESTORY WINDOWS WILL BE 2 FEET TALL AND 2 FEET FROM THE CEILING TILES. WIDTH OF WINDOW WILL BE AS WIDE AS THE WALL WILL ALLOW WITH EXISTING ELECTRICAL ITEMS ALREADY IN PLACE.
- ⑲ RE-CARPET AREA IN LOBBY THAT CURRENTLY HAS CARPET AT TENANT EXPENSE
- ⑳ EXCEPT FOR #19, ALL CARPET AND PAINT AT LANDLORD'S EXPENSE

--- WALS AND OBJECTS SHOWN DASHED ARE TO BE REMOVED. DOORS SHOWN IN DASHED WALLS ARE TO BE REMOVED AND RETURNED TO BUILDING STOCK.
 ——— NEW FULL HEIGHT BUILDING STANDARD WALL

* FOR ALL LOW VOLTAGE WORK, ELECTRICAL CONTRACTOR SHALL INSTALL ALL NOTED CONDUIT RACEWAYS AT LANDLORD'S COST FOR CLACKAMAS COUNTY TO PULL WIRE FOR DATA AND INSTALL SECURITY DEVICES AT TENANT COST.

Willamette 205B - Suite 100



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EXHIBIT "C"
Rules & Regulations

1. The entrances, halls, corridors, stairways, exits, and elevators shall not be obstructed by any of the tenants or used for any purpose other than for ingress from their respective premises. The entrances, halls, corridors, stairways, exits, and elevators are intended for use by the tenant and its employees, licensees, and invitees. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, elevators, and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they will not be used for any other purpose.
2. It is acknowledged by Landlord that Tenant will hold night and weekend meetings in Premises conference room(s). If Landlord issues identification passes, Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons.
3. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens, if any, that are different from the standards adopted by Landlord for the Building shall be attached to or hung in any exterior window or door of the premises of any tenant without the prior written consent of Landlord.
4. No sign, placard, picture, name lettering, advertisement, notice, or object visible from the exterior of any tenant's premises shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Building and Tenant shall conform to such guidelines. All approved signs or lettering shall be prepared, printed, affixed, or inscribed at the expense of the tenant and shall be of a size, color, and style acceptable to Landlord.
5. The windows that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills.
6. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules.
7. No motorized vehicles (except wheelchairs), animals, fish, or birds of any kind shall be brought into or kept in the premises of any tenant or the Building.
8. No noise, including but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant.
9. No tenant, nor any tenant's contractors, employees, agents, visitors, invitees or licensees, shall at any time bring into or keep upon the premises or the Building any inflammable, combustible, explosive, environmentally hazardous, or otherwise dangerous fluid, chemical, or substance.
10. All movement of freight, furniture, packages, boxes, crates, or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may determine from time to time. Any labor and engineering costs incurred by Landlord in connection with any moving herein specified shall be paid by Tenant to Landlord, on demand.
11. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the judgment of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner as Landlord shall determine.



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12. Landlord, its contractors, and their respective employees, shall have the right to use, without charge therefor, all light, power, and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.
13. No premises of any tenant shall be used for lodging or sleeping or for any immoral or illegal purpose.
14. The requirements of tenants for any services by Landlord will be attended to only upon prior application to Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
15. Canvassing, soliciting, and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
16. Each tenant shall store its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the area of the Building without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises that would annoy other tenants or create a public or private nuisance.
17. No coin vending machine, video game, coin or token operated amusement device, or similar machine shall be used or installed in any tenant's premises without Landlord's prior written consent.
18. No bankruptcy, going out of business, liquidation, or other form of distress sale shall be held on any of tenant's premises. No advertisement shall be done by loudspeaker, barkers, flashing lights or displays or other methods not consistent with the character of an office building.
19. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, that would impair or interfere with the economic heating, cleaning, or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical, or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.
20. No acids, vapors, or other similar caustic materials shall be discharged or permitted to be discharged into the waste lines, vents, or flues of the Building. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids, or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, invitees, visitors or licensees shall have, caused the same.
21. All entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors to the tenant's premises shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.
22. Hand trucks not equipped with rubber tires shall not be used within the Building.
23. Landlord reserves the right to rescind, modify, alter, or waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants generally, and no alteration or waiver of any rule or regulation in favor of any tenant shall constitute a waiver or alteration in favor of any other tenant. Landlord shall not be responsible to any tenant for the nonobservance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building.
24. Landlord reserves the right to add to, modify, or otherwise change these Rules and Regulations. Such changes shall become effective when written notice thereof is provided to tenants of the Building. No changes to these Rules and Regulations shall impede the ability of Tenant to conduct business.

Standard Form of OFFICE LEASE
© 2011 BOMA OREGON



Please Initial

Landlord Tenant

March 22, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Federal Lands Access Program
Match Amendment with Federal Highway Administration
for Mt Hood Express Bus Service in the Mt Hood Communities

Purpose/Outcomes	The Social Services Division asks for approval for a grant amendment with the Federal Highway Administration for the Mt Hood Express bus service. This grant amendment would extend funding for bus service between the City of Sandy, Government Camp and Timberline, and the other communities along Hwy-26 for an additional three years and provide increased funding for expanded year round service.
Dollar Amount and Fiscal Impact	This amendment would increase the original grant agreement by \$717,098 for a total amount of \$1,605,008 to fund operations through May, 2021. There would be no fiscal impact to the county. Match funds will be provided by the local business partners in a public-private partnership
Funding Source	Federal Highway Administration, 2016 Oregon Federal Lands Access Program
Duration	Effective February 1, 2018, and ending on May 1, 2021
Previous Board Action	Board order # 082913-A1 and 061115-A6
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by providing public transit services in rural communities
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S-8338

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval for a Federal Lands Access Program Match agreement amendment from the Federal Highway Administration to increase the original grant agreement by \$717,098. This increase would fund operations for the Mt Hood Express through May, 2021, and continue an early morning bus run that was added to better meet demand. The total amount of the grant would be increased to \$1,605,008 by this amendment.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public transit service since 2007. In October, 2013, bus service expanded to go to Government Camp and Timberline to improve access to employment and recreation, reduce vehicle traffic and improve parking. Currently

the bus provides six runs daily between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area with additional service during the winter season.

The amendment would have no effect on staffing and the match requirements would be met by the local business partners in a public-private partnership.

Recommendation

We recommend the approval for this agreement and further recommend that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services Department

INTERAGENCY AGREEMENT		1. IAA NO. DTFH7014E00019L/0002		PAGE OF 1 3	
2. ORDER NO.		3. REQUISITION NO. HFLWRA180024PR		4. SOLICITATION NO.	
5. EFFECTIVE DATE See Block 26c		6. AWARD DATE		7. PERIOD OF PERFORMANCE 01/01/2014 TO 05/01/2021	
8. SERVICING AGENCY CLACKAMAS OR COUNTY OF ALC: DUNS: 096992656 +4: 2051 KAEN ROAD OREGON CITY OR 97045 POC Teresa Christopherson, Admin Mgr. TELEPHONE NO. (503) 650-5718			9. DELIVER TO Federal Highway Administration Western Federal Lands Highway Div. 610 E. 5th St. Vancouver WA 98661-3801 USA		
10. REQUESTING AGENCY Western Federal Lands Highway Div ALC: DUNS: 139768597 +4: Federal Highway Administration Western Federal Lands Highway Divis 610 East Fifth Street NULL Vancouver WA 98661-3801 POC Susan Law, Program Manager TELEPHONE NO. 360-619-7840			11. INVOICE OFFICE Federal Highway Administration Western Federal Lands A/P Branch, AMZ-150 PO Box 268865 Oklahoma City OK 73125		
12. ISSUING OFFICE Federal Highway Administration Western Federal Lands Highway Div. 610 East Fifth Street Vancouver WA 98661-3801			13. LEGISLATIVE AUTHORITY FEDERAL LANDS ACCESS PROGRAM (23. U.S.C. 204)		
			14. PROJECT ID OR DOT 26(1)		
			15. PROJECT TITLE MT. HOOD EXPRESS TRANSIT SERVICE		
16. ACCOUNTING DATA See Schedule					
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	Servicing Agency Control# USA The purpose of this Amendment No. 0002 is to add additional funding and extend the Agreement ending date. This project received three additional years of funding from the 2016 call for projects in Oregon FLAP. This amendment will add the \$717,098 of funding for these additional years of transit service, as well as extend the period of performance to May 1, 2021 to reflect the added years of service and a bike trailer purchase. This amendment will also allow for Clackamas County to utilize some of the funding Continued ...				
23. PAYMENT PROVISIONS			24. TOTAL AMOUNT \$717,098.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)			25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)		
25b. NAME AND TITLE Richard Swift, Director		25c. DATE 3/22/18	26b. CONTRACTING OFFICER ANGY LILJEDAHL		26c. DATE

from the original award originally intended for operations to purchase a backup bus. The PDC approved this change on 8/25/17.

1. Cover Page, Block 5. TOTAL AMOUNT: This Agreement is hereby increased by \$717,098.00 from \$887,910.00 to amended total of \$1,605,008.00 by reason of this amendment.

2. Section III. TERM OF AGREEMENT-Period of Performance: This Agreement is hereby extended from February 1, 2018 to May 1, 2021 by reason of this Amendment.

ALL OTHER PROVISIONS OF THE ORIGINAL AGREEMENT REMAIN THE SAME.

FHWA converted to a new acquisition management system effective November 2017. As a result of conversion, the following changes will appear on all future contract modifications.

* The award number will display an "L" at the end of the original number to separately identify legacy converted records.

* Internal delivery/task order numbers will display as 4 numeric digits due to a system limitation.

* Subline numbers will display as 5 digit numeric line numbers due to a system limitation

The original contract award number has been retained for reporting to the FPDS system and USA Spending. The original award number and line numbers have been retained in the Financial system for billing.

Add Item 00003 as follows:

00003 RA Amendment Increase in Funding

717,098.00

Project Data:
Continued ...

1517412013016.531.CN.K200.41.1741000000.25304.02/2

2/2018

Accounting Info:

15X0G20050.0000.117K200531.1741000000.25304.610066

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Funded: \$717,098.00