



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

3/23/2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #1 extending duration and increasing funding to a Contract with Mark43 Inc. for records and property management software. Amendment value is \$208,999.40 for 1 year, agreement value is increased to \$1,218,989.04 for 6.2 years. Funding is through budgeted County General Funds.

Previous Board Action/Review	The Board executed the original agreement on 10/26/2017. Amendment 01 briefed at Issues – 3/21/2023		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Nancy Artmann	Contact Phone	503-319-4435

EXECUTIVE SUMMARY: Clackamas County Sheriff's Office (CCSO) has an existing contract with Mark43, Inc. for records management and property management software solutions. This amendment provides a time extension and cost increase to retain this contract through December 31, 2023.

RECOMMENDATION: Staff recommends approval of amendment 01 extending the Mark43 contract until December 31, 2023.

Respectfully submitted,

Jenna Morrison
Undersheriff

For Filing Use Only

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH MARK43, INC FOR PUBLIC SAFETY
TECHNOLOGY SOLUTION
Contract #5374**

This Amendment #1 is entered into between Mark43, Inc. (“Mark43”) and Clackamas County (“County” or “Subscriber”) and shall become part of the Contract documents entered into between both parties on **October 26, 2017** (“Contract” or “Agreement”), and will take effect as of January 1, 2023.

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
The Contract is hereby extended for the first Renewal Term and the termination date is thus updated from December 31, 2022, to **December 31, 2023**.
2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for Contractor performing Work during the extended term of this Contract, County will pay Mark43 \$208,999.40. The total Contract compensation will not exceed \$1,218,989.04.

ORIGINAL CONTRACT	\$ 1,009,989.64
<u>AMENDMENT #1</u>	<u>\$ 208,999.40 + Time</u>
TOTAL AMENDED CONTRACT	\$ 1,218,989.04

3. ARTICLE I, Section 6. **Contractor Data** is hereby amended to update Contractor’s contact information as follows:

Name: Mark43, Inc.
Address: 250 Hudson Street, 3rd Floor, New York, NY 10013
Contractor Contract Administrator: CFO
Phone No.: (212) 651-9154
Email: steve.salberta@mark43.com with a copy to contractnotices@mark43.com

4. ARTICLE II, Section 13. **Notices** is hereby deleted in its entirety and replaced with the following:

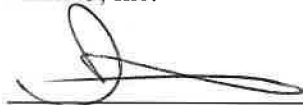
NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number outlined in Article I, Section 6 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 communication or notice by personal delivery shall be deemed to be given when delivered.

5. ARTICLE III, Section 2, **Security**, Subsection 2.4.2 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

Contractor, unless stipulated otherwise, shall promptly notify the appropriate County identified contract within 24 hours or sooner, by either email or telephone, unless a shorter time is required by applicable law if it has confirmed that there is, or reasonably believes that there has been, a Data Breach. Notice will be sent to ccsoitalarms@clackamas.us. Contractor shall (i) cooperate with County as reasonably requested by the County to investigate and resolve the Data Breach, (ii) promptly implement necessary remedial measures, if necessary, and (iii) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the date first set forth above.

Mark43, Inc.



Authorized Signature

Steven Sallaba

Printed Name

2/6/2023

Date

Clackamas County

Chair

Date

Recording Secretary

APPROVED AS TO FORM

County Counsel