

DRAFT

Approval of Previous Business Meeting Minutes:  
November 14, 2019

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, November 14, 2019 – 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

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

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

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for the Jackson Transitional Housing Program
2. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Housing our Families Program
3. Approval of an Intergovernmental Agreement between the Housing Authority and Metro and approval of the Local Implementation Strategy for the Metro Affordable Housing Bond

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

### **II. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. Recognition of Veterans Day

Erika Silver, Health, Housing & Human Services presented the staff report including a PowerPoint presentation. She introduced the staff from the County Veteran's Services office. She also introduced Jennifer Harvey, Manager for Employment & Training and Toni Karter, Housing Authority who also spoke about the County's work with Veterans.

*~Board Discussion~*

The Board thanked all Veterans for their service, and invited all Active Military, Veteran's and Family in the audience today up for a photo.

### **III. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

1. Les Poole, Gladstone – spoke about Veterans and Metro.

### **IV. PUBLIC HEARING**

1. **Board Order No. 2019-93** for Boundary Change Proposal CL 19-005 Annexation to Clackamas County Service District No. 1

Ken Martin, Boundary Change Consultant presented the staff report.

*~Board Discussion~*

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

#### **MOTION:**

Commissioner Humberston: I move we approve the Board Order for Boundary Change Proposal CL 19-005 Annexation to Clackamas County Service District No. 1.

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.

### **V. CONSENT AGENDA**

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

*~Board Discussion~*

#### **MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Humberston: 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 a Cooperation Agreement with Clackamas County Children's Commission for the New Head Start Classroom Building Project in Milwaukie – Community Development

### **B. Department of Transportation & Development**

1. **Resolution No. 2019-94** Approving the 5-year Transportation Capital Improvement Program Fiscal Years, 2019-2020 through 2023-2024
2. Approval of a Contract with Cardno, Inc for the Engineering Services of 232<sup>nd</sup> Drive at Milepost .03 - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Amendment to the Intergovernmental Agreement between the Clackamas County Sheriff's Office and the Oregon Department of Transportation for Enforcement of Unlawful Parking in Winter Recreation Parking Areas - *CCSO*

**D. Business & Community Services**

1. Approval of a Library Construction and Operation Intergovernmental Agreement between Clackamas County and the City of Gladstone
2. Approval of a Library Facility Intergovernmental Agreement between Clackamas County and the City of Gladstone

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement with Metro to Provide Illegal Dumpsite Clean-Up Services

**VII. WATER ENVIRONMENT SERVICES**

1. Approval of Brand Standardization for HACH Flow Meter and Auto Samplers -  
*Procurement*
2. Approval of a Contract with Murraysmith, Inc. for the Pump Station Rehabilitation and Upgrades - *Procurement*

**VIII. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

**IX. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 11:05 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. <https://www.clackamas.us/meetings/bcc/business>**



Brian T. Nava  
County Treasurer

**Office of the County Treasurer**

Public Services Building  
2051 Kaen Road, Suite 460 | Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract with U.S. Bank National Association for Banking and Merchant Services

<b>Purpose</b>	Approval of contract with U.S. Bank National Association for banking and merchant services.
<b>Fiscal Impact</b>	The maximum yearly consideration is \$100,000, with a Contract total not-to-exceed \$500,000.
<b>Funding Source</b>	General Fund.
<b>Duration</b>	December 1, 2019 through June 30, 2024
<b>Previous BCC Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust through Good Government - Banking services is a critical function the Treasurer's Office provides for the County. Ensuring County funds are safe, liquid and achieve the best yield possible are some of the priorities of the Treasurer's Office.
<b>Counsel Approval</b>	Approved as to form on November 27, 2019
<b>Contact Person</b>	Brian Nava, County Treasurer 503-742-5995

**Background**

Attached is a contract request for professional banking services between the Clackamas County Treasurer's Office and U.S. Bank. The Treasurer's Office has contracted with U.S. Bank for banking services since at least 2004. Historically, the County leaves large balances in the checking account in which the bank offers compensated balances that reduce or eliminate any monthly or annual fees. We intend to continue this process as long as it is cost effective.

This contract with U.S. Bank is to provide banking services through June 30, 2024. Throughout this time period, the Treasurer's Office will evaluate if it is prudent to: extend this contract, explore cooperative options, go out for a request for proposal, or request for information.

**Procurement Process**

On December 2, 2019 a Notice of Intent to Purchase from a Cooperative was advertised in accordance with ORS 279B and LCRB Rule C-046-0400. This contract is a Cooperative Purchasing Opportunity off the City of Salem RFP #134124 that was issued publicly on December 6, 2013 and closed January 24, 2014. U.S. Bank National Association won the resulting Contract. The City of Salem's contract is effective until June 30, 2024.

**Recommendation**

The Treasurer recommends the Board of County Commissioners approve the contract with U.S. Bank National Association.

Respectfully Submitted,

Brian Nava,  
County Treasurer

Placed on the \_\_\_\_\_ Agenda by Procurement and Contract Services.



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2223**

This Personal Services Contract (this “Contract”) is entered into between **U.S. Bank National Association** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Treasury Department.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective **December 1, 2019**, upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2024**.
- 2. Scope of Work.** This Contract authorizes the County to purchase against the **City of Salem Contract No. 134124 for Banking and Merchant Services**. Contractor shall provide the following personal services: Banking and Merchant Services (“Work”), further described in **Exhibit A**. The City of Salem Contract is attached as **Exhibit C**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed five hundred thousand dollars (**\$500,000.00**) in total Contract value, and \$100,000 per fiscal year, for accomplishing the Work required by this Contract. County fiscal year is defined as July 1 to June 30. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B**, Full Treasury Management Pricing. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Brian Nava, 503-742-5995 or [email bnava@clackamas.us](mailto:bnava@clackamas.us).

- 5. Travel and Other Expense.** Authorized:  Yes       No  
If travel expense reimbursement is authorized in this Contract, such expense 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>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C, along with Contractor’s Master Services Agreement, Services Terms and Conditions, and Deposit Account Agreement, attached as Exhibit D and any documents referenced or incorporated therein.

**7. Contractor and County Contacts.**

Contractor	County
Administrator: Chris Feinauer Phone: 801-534-6003 Email: <a href="mailto:christian.feinauer@usbank.com">christian.feinauer@usbank.com</a>	Administrator: Brian Nava Phone: 503-742-5995 Email: <a href="mailto:bnava@clackamas.us">bnava@clackamas.us</a>

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted 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. Upon ninety (90) days written notice, but not more than once per calendar year, County and their duly authorized representatives shall have access to those books, documents, papers, and records of Contractor that are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such period as may be required by applicable law, whichever is less, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 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 applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County 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. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.



- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** 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 its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, to the extent 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 and except for claims and actions to the extent caused by the errors, omissions, fault, or negligence of the County or the County's employees or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County (whose grant of authority shall not be unreasonably withheld), nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. 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; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to 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.
- 9. INSURANCE.** Contractor shall maintain at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on the required Commercial General Liability and Automobile Liability policies. Proof of insurance should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 [or procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$3,000,000 per occurrence, with an annual aggregate limit of \$5,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required– Privacy and Network Security. Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$5,000,000 per claim/annual aggregate.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This Commercial General Liability and Automobile Liability policy(s) shall be primary insurance as respects to the County. Any Commercial General Liability and Automobile Liability insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 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.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that is paid for by County and provided to County by Contractor as a deliverable under 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 made 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. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to:

(a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

**15. 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.

**16. 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 (except for an assignment due to a merger or acquisition), without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. 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 Article II, Sections 1, 7, 8, 13, 16 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. The term "subcontractor" does not include a vendor who, in the ordinary course of business, provides services or products to the Contractor and not directly to the County.

**17. 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.

**18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall promptly stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's reasonable request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

**20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity.

**21. 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.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. 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.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall 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.
- 25. 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.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. 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, IS AN INDEPENDENT CONTRACTOR,

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.

**U.S. Bancorp, dba U.S. Bank National Association**

**Clackamas County**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Date

462395-88 ABN  
Oregon Business Registry #

Approved as to Form:

\_\_\_\_\_  
County Counsel                                      Date

## **EXHIBIT A SCOPE OF WORK**

The County seeks state-of-the-art electronic and web-based banking capabilities to enable more efficient management of the County's public funds, while meeting all regulatory requirements and best practices.

Contractor will provide general banking, lockbox, merchant and card processing services to Clackamas County as outlined in the **City of Salem, RFP#134124 and resulting Contract** and described in the Contractor's response. A copy of the City of Salem Contract is attached as Exhibit C and hereby incorporated by reference.

The following additional Work are also made a part of this Contract:

- Clackamas County has accepted the "Full Treasury Management Pricing 2019" for general banking, lockbox, merchant and card processing services as proposed in their Comprehensive Pricing for Clackamas County Banking Services response based on the City of Salem response and attached as **Exhibit B**.
- Clackamas County will settle their account with US Bank annually on June 30<sup>th</sup>.
- Merchant and card processing services charges and fees will continue to be debited against Clackamas County's accounts as currently established.
- Additional services will be negotiated as needed.

**EXHIBIT B**  
**FULL TREASURY MANAGEMENT PRICING - 2019**

**EXHIBIT C**  
**CITY OF SALEM CONTRACT #134124**



**EXHIBIT D**  
**U.S. BANK MASTER SERVICES AGREEMENT, AMENDMENT #1**  
**U.S. BANK MASTER SERVICES AGREEMENT**  
**U.S. BANK TERMS AND CONDITIONS**