

DRAFT

Approval of Previous Business Meeting Minutes:

May 24, 2018

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, May 24, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. BOARD ACTION ITEM

Business & Community Services

1. Approval of a Fair Management Agreement between Clackamas County and the Clackamas County Fair Board.

Laura Zentner, Business & Community Services presented the staff report.

~Board Discussion~

Chair Bernard asked for a motion

MOTION:

Commissioner Humberston: I move we approve the Fair Management Agreement between Clackamas County and the Clackamas County Fair Board
Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

Chair Bernard and the Fair Board President Ted Kunze signed the agreement.

II. PRESENTATION

1. Presentation of May - Mental Health Awareness & Older Adults Month
Mary Rumbaugh, Behavioral Health presented the staff report and introduced Alisha Thompson to present the PowerPoint. Mary Rumbaugh then recognized the SuperHeart Hero Award winners and invited them to receive their award and take a photo with the Board.

III. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – Comments on mental health, transportation tolling and encouraged people to get involved.

IV. PUBLIC HEARINGS

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as Clackamas County Service District No. 1 for the next item.

Service District No. 1

1. Second Reading of **Ordinance No. 04-2018** Adopting and Ratifying Amendments to the WES Partnership IGA for CCSD No. 1. 1st reading was 5-10-18.

Chris Storey, Water Environment Services presented the staff report.

~Board Discussion~

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 Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

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

MOTION:

Commissioner Humberston: I move we Adopt Ordinance No. **04-2018** Adopting and Ratifying Amendments to the WES Partnership IGA for Clackamas County Service District No.1

Commissioner Savas: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

Chair Bernard announced the Board will recess as the Service District No. 1 and convene at Tri-City Service District for the next item.

Tri-City Service District

2. Second Reading of **Ordinance No. 05-2018** Adopting and Ratifying Amendments to the WES Partnership Tri-City SD. 1st reading was 5-10-18.

Chris Storey, Water Environment Services presented the staff report.

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 Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

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

MOTION:

Commissioner Humberston: I move we Adopt Ordinance No. **05-2018** Adopting and Ratifying Amendments to the WES Partnership IGA for Tri-City Service District

Commissioner Savas: Second.

all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

Chair Bernard announced the Board will recess as Tri-City Service District and convene as Surface Water Management Agency for the next item.

Surface Water Management Agency of Clackamas County

3. Second Reading of **Ordinance No. 06-2018** Adopting and Ratifying Amendments to the WES Partnership for SWMACC. 1st reading was 5-10-18.

Chris Storey, Water Environment Services presented the staff report.

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 Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

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

MOTION:

Commissioner Savas: I move we Adopt Ordinance No. **06-2018** Adopting and Ratifying Amendments to the WES Partnership IGA for Surface Water Management Agency of Clackamas County

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

V. BOARD DISCUSSION ITEMS

Chair Bernard announced the Board would recess as the Surface Water Management Agency and convene as Service District No.1 for the next item.

WATER ENVIRONMENT SERVICES

1. Board Order No. **2018-45** Adopting Findings and Amending the Master Sewer Revenue Bond Declaration of Clackamas County Service District No. 1

Chris Storey, Water Environment Services presented the staff report.

Chair Bernard asked for a motion

MOTION:

Commissioner Humberston: I move we approve the Board Order Adopting Findings and Amending the Master Sewer Revenue Bond Declaration for Clackamas County Service District No. 1.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

Chair Bernard announced the Board will recess as the Service District No. 1 and convene as Water Environment Services for the next two items.

2. Board Order No. **2018-46** Effectuating Certain WES Partnership Agreement Provisions
Chris Storey, Water Environment Services presented the staff report.

Chair Bernard asked for a motion

MOTION:

Commissioner Humberston: I move we approve the Board Order Effectuating Certain WES Partnership Agreement Provisions.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

3. Board Order No. **2018-47** Accepting Substitution for Clackamas County Service District No. 1 with Respect to Certain Borrowings.

Chris Storey, Water Environment Services presented the staff report.

Chair Bernard asked for a motion

MOTION:

Commissioner Humberston: I move we approve the Board Order Accepting Substitution for Clackamas County Service District No. 1 with Respect to Certain Borrowings

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

Chair Bernard announced the Board would adjourn as Water Environment Services and reconvene as the Board of County Commissioners for the remainder of the meeting.

VI. CONSENT AGENDA

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

MOTION:

Commissioner Savas: I move we approve the consent agenda.

Commissioner Fischer: Second.

Commissioner Humberston had some comments on item B.1 and Commissioner Fischer gave brief remarks before being excused for another event.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of a Revenue Agreement with the State of Oregon, acting by and through its Oregon Health Authority for the Reproductive Health Program - *Health Centers*
2. Approval for Renewal of a Revenue Intergovernmental Agreement with Clackamas County Community Corrections, to Provide Behavioral Health Services to Community Corrections Consumers - *Health Centers*
3. Approval of a Professional, Technical, and Personal Services Contract with Cascadia Behavioral Healthcare, Inc. for Supported Employment Services for Health Share Medicaid Residents of Clackamas County – *Behavioral Health*
4. Approval of Amendment No. 2 to an Intergovernmental Agreement with the State of Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*
5. Approval of Amendment No. 1 to an Intergovernmental Agreement with the State of Oregon Department of Consumer and Business Services, Oregon Insurance Division, Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP) – *Social Services*
6. Approval of Amendment No. 2 to the Intergovernmental Agreement No.154433, with the State of Oregon Department of Human Services, Aging & People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over – *Social Services*
7. Approval Amendment No. 2 to the Intergovernmental Sub-recipient Agreement, with Canby Adult Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
8. Approval of Amendment No. 2 to the Agency Sub-recipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
9. Approval of Amendment No. 3 to the Intergovernmental Sub-recipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
10. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 2 with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
11. Approval of Amendment No. 1 to an Agency Service Agreement with the Inn for Transitional Shelter & Host Home Services – *Social Services*
12. Approval of Amendment No. 2 to the Intergovernmental Sub-recipient Agreement with the City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
13. Approval of Amendment No. 2 to the Intergovernmental Sub-recipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
14. Approval of a Local Grant Agreement with Children’s Center for Child Abuse Medical Assessments – *Children, Youth & Families*

15. Approval of a Service Agreement with Rx Strategies Partnering with Clackamas County Health Centers Division for Third Party Administration of 340B Claims Management of Pharmacy Services - *Procurement*

B. Department of Transportation & Development

1. Resolution No. **2018-48** Recognizing the Preferred Bridge Location of the French Prairie Bicycle-Pedestrian-Emergency Access Bridge

C. Elected Officials

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

D. Tourism & Cultural Affairs

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

E. Disaster Management

1. Approval to Apply for FY 2018 Emergency Management Performance Grant between Clackamas County and the State of Oregon
2. Approval of an Intergovernmental Agreement between the City of Portland and Clackamas County for Purchase and Reimbursement Activities Related to the use of the FY 17 United States Department of Homeland Security's Urban Area Security Initiative (UASI) Grant Program
3. Approval of Intergovernmental Agreement between Clackamas County and the City of Lake Oswego for the activation of the Clackamas County Emergency Notification System
4. Approval of Research Service Agreement No. 26178 with University of Oregon
5. Approval of an Agreement with Everbridge, Inc. for the Purchase of an Emergency Community Notification System - *Procurement*

F. Community Corrections

1. Approval to Apply for a Grant Award with the US Department of Justice to Establish Alternatives to Incarceration for Individuals with Opioid Use Disorders

VII. DEVELOPMENT AGENCY

1. Approval of a Disposition Agreement with Bottling Group, LLC

VIII. WATER ENVIRONMENT SERVICES (WES)

(Service District No. 1)

1. Amendment No. 3 to the Contract Documents between Clackamas County Service District No. 1 and Brown and Caldwell for On-Call Surface Water Technical Services - *Procurement*
2. Amendment No. 3 to the Contract Documents between Clackamas County Service District No. 1 and Otak, Inc. for On-Call Surface Water Technical Services - *Procurement*
3. Amendment No. 3 to the Contract Documents between Clackamas County Service District No. 1 and Parametrix, Inc. for On-Call Surface Water Technical Services - *Procurement*

4. Amendment No. 3 to the Contract Documents between Clackamas County Service District No. 1 and Waterways Consulting, Inc. for On-Call Surface Water Technical Services - *Procurement*
5. Approval of a Public Improvement Contract between Clackamas County Service District No. 1 and Kennedy/Jenks Consultant, Inc. - *Procurement*
6. Amendment No. 3 to the Contract Documents between Surface Water Management Agency of Clackamas County and Brown and Caldwell for On-Call Surface Water Technical Services - *Procurement*
7. Amendment No. 3 to the Contract Documents between Surface Water Management Agency of Clackamas County and Otak, Inc. for On-Call Surface Water Technical Services - *Procurement*
8. Amendment No. 3 to the Contract Documents between Surface Water Management Agency of Clackamas County and Parametrix, Inc. for On-Call Surface Water Technical Services – *Procurement*
9. Amendment No. 3 to the Contract Documents between Surface Water Management Agency of Clackamas County and Waterways Consulting, Inc. for On-Call Surface Water Technical Services - *Procurement*
10. Approval of a Public Improvement Contract between Water Environment Services and Kennedy/Jenks Consultant, Inc. - *Procurement*
11. Approval of a Contract with Brown & Caldwell, Inc. for the WES Sanitary Sewer and Stormwater Rules and Standards Update - *Procurement*

IX. COUNTY ADMINISTRATOR UPDATE

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

X. COMMISSIONERS COMMUNICATION

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

Meeting Adjourned 11:31am



Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Master Service Agreement with Fieldware LLC to provide inmate notification services for the renewal and reinstatement to the Clackamas County Sheriff's Office Master Agreement, and Ratifying Payment for Previously-Provided Services

Purpose / Outcome	Provides inmates of the Clackamas County Sheriff's Office notifications of court dates and appearances reducing failures to appear.
Fiscal Impact	<p>Total Contract Value over a five (5) year term \$168,321.50.</p> <p>Spend to date is \$51,321.50 (to include \$1,679.75 spent during the first three and a half months the initial contract term).</p> <p>Additional funds need to cover remaining months of FY 17/18 \$9,000.</p> <p>Fiscal Year 18/19 and 19/20 allocation of \$54,000 each for a total spend of \$108,000.</p> <p>Request to ratify amounts already paid or allocated to be paid total \$58,641.75 from FY16/17 through FY 17/18.</p>
Funding Source	216-1624-06932-431000
Duration	One (1) year contract with an additional four (4) one (1) year renewals.
Strategic Plan Alignment	CCSO is under-going the Strategic Planning at this time
Previous Board Action	None
Contact Person	Nancy Artmann, Sheriff's Administrative Service Manager, Sr. nartmann@clackamas.us , (503) 785-5012

"Working Together to Make a Difference"

BACKGROUND

On March 16, 2016, the County entered into a contract with Fieldware LLC for notification services to be provided to inmates of the Clackamas County Sheriff's Office. Fieldware LLC was directly sourced and contracted with for these services. The original expiration date was set for June 30, 2016; however, subsequent renewals were never received resulting in the contract expiring after three and a half (3.5) months.

This Amendment No. 1 reinstates the Master Agreement and exercises the remaining renewals proving a new expiration date of June 30, 2020. This Amendment also clarifies the fee structure; to clarify what the fees are; and how the progressive volume pricing is to be assessed.

This Amendment No. 1 also ratifies amounts paid for previous services provided since July 1, 2016, when the Master Agreement inadvertently was allowed to expire. The services provided to the County have been monitored and payments have been made at the agreed upon rates.

This Amendment No. 1 has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve Amendment No. 1 with Fieldware LLC to provide inmate notification services and delegate authority to the Sheriff and or Undersheriff or designee to sign all documents necessary in the ongoing performance of this Master Agreement.

Respectfully Submitted,

Matt Ellington
Undersheriff

Placed on the _____ Agenda by the Procurement Division.

AMENDMENT #1

TO THE CONTRACT DOCUMENTS WITH FIELDWARE, LLC FOR ELECTRONIC COMMUNICATION SYSTEM FOR CRIMINAL DEFENDANTS

This Amendment #1 is entered into between **Fieldware, LLC** (“Contractor”) and Clackamas County Clackamas, a political subdivision of the State of Oregon (“County”) shall become part of the Contract document entered into between the parties on March 16, 2016 (“Contract”).

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

- Section 2.0 Compensation and Payment.** Section 2.0 of the Contract is hereby deleted in its entirety and replaced with the following:

The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one hundred sixty-eight thousand, three hundred, twenty-one dollars, and fifty cents (**\$168,321.50**) during the contract Term, for providing the services required by this Agreement. Payments shall be made only in accordance with the fee schedule outlined in Exhibit 1, Section II, Paragraph A, as revised by this as Amendment #1, below.

Spent to date	\$ 51,321.50
Additional Funds to cover Fiscal Years 17/18	\$ 9,000.00
Fiscal Year 4 Allocation	\$ 54,000.00
Fiscal Year 5 Allocation	\$ 54,000.00
Total Amended Contract	\$ 168,321.50

- Section 3.0 Term.** The Contract termination date is hereby changed from June 30, 2016, to **June 30, 2020**. The County and Contractor acknowledge that services have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment. This Amendment is exercising the option to renew all four (4) additional one-year terms in this Amendment #1.
- Exhibit 1 Statement of Work, Compensation and Payment.** Section II Compensation, Paragraph A Payment Basis of Exhibit 1, attached to the Contract and expressly incorporated therein, is hereby deleted in its entirety and replaced with the following:

- Contractor shall be paid monthly on a fee-for-service basis in accordance with the following fee schedule:

Notification Type	Number of Total Notifications Per Month			
	1 to 1,499	1,500 to 4,999	5,000 to 8,499	> 8,500
Successful Notification Fee	\$1.50	\$1.10	\$1.05	\$1.00
Unsuccessful Notification Fee	\$0.25	\$0.25	\$0.25	\$0.25

Contractor uses progressive volume pricing based on the above fee schedule.

For Example: 1,525 successful notifications for a single month would be invoiced as follows:

1,499 successful notifications billed at \$1.50 each totaling \$2,248.50 for the month
26 successful notifications billed at \$1.10 each totaling \$28.60 for the month
Total month billing would be \$2,277.10. **End of example.**

2. Payment for services provided under this Agreement shall be subject to the provisions of ORS 293.462. Invoices shall be submitted to: Chris Hoy, chrishoy@clackamas.us, (503) 722-6774, 2206 Kaen Road, Oregon City, Oregon 97045.

3. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. 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 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. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

4. 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 billings shall also include the total amount billed to date by Contractor prior to the current invoice.

5. For a court appointment OffenderLink makes a notification both five (5) days and one (1) day prior to the appointment date if the data record has been sent at least six (6) days prior. Even though a criminal defendant is contacted twice, Contractor considers this to be a single event and the County is only assessed a fee for the single notification. Since Contractor invoices the County monthly, the exception to this rule is when the first call and second call are placed in different months.

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 last signature below.

Fieldware, LLC
564 W. Randolph Street, Suite 200
Chicago, IL 60661

Clackamas County

Authorized Signature

Chair

Name, Title

Recording Secretary

Date

Date

1186398-97
Oregon Business Registry Number

Approved as to Form

FLLC/IL
Entity Type / State of Formation

County Counsel Date



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office for approval of an Amendment to the
Corizon Health Medical Services Contract

Purpose /Outcomes	Corizon Health Medical Services to provide certain health care services delivered to individuals in the custody and control of CCSO, Jail Division.
Dollar Amount & Fiscal Impact	The total calendar year for July 1, 2018-December 31, 2018 operating plan is \$1,822,851.
Funding Source	Clackamas County Sheriff's Office Operations Fund.
Safety Impact	The funds provide medical services to inmates in custody at the Clackamas County Jail.
Duration	Effective upon signature; renewal contract period is July 1, 2018 through December 31, 2018.
Previous Board Action/Review	<i>Agreement has been approved annually since FY 2011-12.</i>
Contact Person	Nancy Artmann, Sheriff's Finance Manager - Office 503-785-5012
Contract No.	Third Amendment, Renewal Agreement from July 1, 2018-December 31, 2018

BACKGROUND:

The Clackamas County Jail currently operates a medical clinic that contracts with an outside vendor, Corizon Health Medical Services. The Jail has been in contract with Corizon since FY 2011-12. In 2016, we had 70,003 medical clinic contacts and 3,006 mental health contacts.

RECOMMENDATION:

Staff recommends that the Board of Commissioners of Clackamas County approve Amendment #3 to the Corizon Health Medical Services contract and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

This Amendment #3 has been reviewed and approved by County Counsel.

Respectfully submitted,

Craig Roberts, Sheriff
Clackamas County Sheriff's Office

Placed on the _____ agenda by Procurement.

THIRD AMENDMENT TO THE RENEWAL HEALTH SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE RENEWAL HEALTH SERVICES AGREEMENT (hereinafter the “Amendment”), is made and entered into this _____ day of _____, 2018, by and between Corizon Health, Inc. (hereinafter “Corizon” or “Contractor”) and Clackamas County, Oregon, acting by and through its Board of County Commissioners (hereinafter “County”). The County and Corizon shall be referred to collectively as the “Parties.”

WHEREAS, Parties entered into a Renewal Health Services Agreement on August 6, 2015 (hereinafter the “Agreement”), by which Corizon assumed the responsibilities for the provision of certain Health Care Services to be delivered to individuals in the custody and control of the County; and

WHEREAS, Parties entered into a First Amendment to the Agreement effective July 1, 2016 (the “First Amendment”); and

WHEREAS, Parties entered into a Second Amendment to the Agreement effective June 29, 2017 (the “Second Amendment”), and, County and Contractor desire to affirm the effectiveness and appropriateness of the Second Amendment; and

WHEREAS, Parties desire to further amend the Agreement to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. This Amendment shall be effective on July 1, 2018. For the purposes of this Amendment, Contract Year 4 is defined as July 1, 2018 – December 31, 2018.
2. For Contract Year 4, the County hereby agrees to pay the Contractor **\$1,822,851.00**, payable in **six (6)** equal monthly installments of **\$303,808.50**.
3. In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment (the Third Amendment to the Renewal Health Services Agreement) in their official capacity and with legal authority to do so. This Amendment may be executed in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Corizon Health Inc.
103 Powell Court
Brentwood, TN 37027

Clackamas County Board of County
Commissioners by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Telephone

Approved as to Form:

545710-89
Oregon Business Registry #

County Counsel

FBC / Delaware
Entity Type / State of Formation

Date



Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with Vigilnet America, LLC
for Electronic Home Detention Service and Equipment

Purpose /Outcomes	This contract is for EHD Services and Equipment for Juvenile and Clackamas County Sheriff's Office.
Dollar Amount & Fiscal Impact	<i>\$105,000 annually, and not to exceed \$525,000 for the total contract compensation</i>
Funding Source	Sheriff's operations budget
Duration	Term of Contract from execution to June 30, 2023
Previous Board Action/Review	BI, Inc. 6/12/2013, Agreement has been consistently approved each fiscal year.
Strategic Plan Alignment	To ensure safe, healthy and secure communities.
Contact Person	Captain Lee Eby, CCSO-Jail Division

BACKGROUND:

The present Clackamas County Jail evolved from 9,000 square foot facility built in 1960 that housed approximately fifty (50) prisoners in a 100,000+ square foot facility that houses 491 beds for county inmates. The original county jail built at the Red Soils Site on Kaen Road was constructed in 1959 and opened in 1960. In 1981, the voters approved a construction bond to add onto the existing jail and make improvements to the support services and security systems of the jail and it was completed in 1983. In 1989, through discussion with the Department of Corrections and the Sheriff of Clackamas County, an agreement was reached to build the Oregon Department of Corrections Intake and Assessment Center on the Clackamas County Jail. Construction of the intake center was started in January 1990 and the intake center was opened on January 1991. The Intake Center was moved to another facility in 2002: This provided additional beds for County use. In 2006, through the Violent Offender Incarceration and Truth-in-Sentencing Grant allowed for construction of 7,500 square feet of booking cells and day room.

PROCUREMENT PROCESS:

This Contract is to purchase against the Washington County, (State of Oregon) Contract #BCC13-0650 for Electronic Home Detention Services and Equipment and a notice of intent to purchase was advertised in accordance with ORS and LCRB Rules on May 9, 2018. No comments were received by the time of closing on May 16, 2018.

The total contract amount is not to exceed \$105,000.00 annually with a total contract value of \$525,000.00

The project specifications require a contract expiration date of June 30, 2023.

"Working Together to Make a Difference"

2223 Kaen Road, Oregon City, OR 97045 • Tel 503-785-5000 • Fax 503-785-5190 • www.clackamas.us/sheriff

This Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County approve Contract with Vigilnet America, LLC for the Clackamas County Sheriff's Office.

Respectfully submitted,

Craig Roberts, Clackamas County Sheriff

Placed on the _____ agenda by Procurement.



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Vigilnet America LLC** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") for the purposes of providing technology based offender monitoring services with and without case management and victim services.

I. TERM

This Contract shall become effective on July 1, 2018 upon signature of both parties and shall remain in effect until **June 30, 2023**. 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 is to purchase against the Washington County (State of Oregon) Contract #BCC 13-0650 for technology based offender monitoring services with and without case management and victim services. The Scope of Work as described in Contract #BCC 13-0650, Washington County Contract for technology based offender monitoring services with and without case management and victim services is hereby incorporated by reference. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and the mutually agreed upon Scope of Work hereby attached and incorporated by reference as **Exhibit "A."** 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 for each unit is:

Clackamas County Jail Representative
Lt. Steve Hoehensee, SteveHoh@clackamas.us

Clackamas County Juvenile Department Representative
Michelle Barrera, JIAC Manager, MichelleBar@clackamas.us

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **one hundred five thousand dollars (\$105,000.00)** and the total Contract compensation shall not exceed **five hundred twenty-five thousand dollars (\$525,000.00)**.
- 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. 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.

Invoices shall be itemized per department unit and submitted separately to the County Representative below:

Clackamas County Jail Representative
Jill Gaschler, 2206 Kaen Road, Oregon City, OR 97045, or via email at JGaschler@clackamas.us

Clackamas County Juvenile Department Representative
Ed Jones, Administrative Services Manager, 2121 Kaen Road, Oregon City, OR 97045, or via email at EJones@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 thirty (30) 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 30 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 Warrant 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 handling 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.

