



Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Contract with Opsi Architecture LLP
 for the Oak Lodge and Gladstone Community Project

Purpose/Outcomes	To provide programming and master planning services for the Oak Lodge and Gladstone Community project, which consists of three interrelated projects: Concord Property, Oak Lodge Library and Gladstone Library.
Dollar Amount and Fiscal Impact	Contract amount is not to exceed \$996,916.00
Funding Source	Contract costs will be allocated to individual BCS divisions, and will be funded from multiple sources, including accumulated Library District reserves, current year Library District distributions, and North Clackamas Parks and Recreation (NCPRD) disposition proceeds.
Duration	Through January 30, 2021
Previous Board Action	<ul style="list-style-type: none"> • <i>April 3, 2018 Policy Session</i> – Concord Property and Library Planning Task Force • <i>June 26, 2018 Policy Session</i> – Concord Property and Library Planning Task Force • <i>October 9, 2018 Policy Session</i> – Concord Property and Library Planning Process Update • <i>November 20, 2018 Issues/Updates</i> – Appointments to Gladstone Community Library Task Force • <i>January 8, 2019 Issues/Updates</i>– Gladstone Community Library Planning Task Force
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government. • Build a strong infrastructure • Ensure safe, healthy and secure communities.
Counsel Approval	Approved by County Counsel on September 18, 2019
Contact Person	Laura Zentner, Director, Business and Community Services, 503-742-4351 Kathryn Krygier, Oak Lodge and Gladstone Community Project Manager, 503-742-4358

BACKGROUND:

In October 2017, the County and City of Gladstone entered into a settlement agreement which contemplated the County would construct and manage two new libraries, a 6,000 square foot facility in the City of Gladstone and an approximately 19,500 square foot facility in the Oak Lodge Library service area in unincorporated Clackamas County. The settlement agreement

calls for a “one library, two building” approach, with both libraries operated by Clackamas County to achieve economies of scale, realize efficiencies, and best provide library services to residents of the Oak Lodge and Gladstone communities.

Five months later, in February 2018, the North Clackamas Parks and Recreation District (NCPRD) and the North Clackamas School District (NCSD) entered into a strategic partnership to exchange NCPRD’s Hood View Park for cash and three former NCSD elementary school buildings and land, including the Concord Property in Oak Lodge.

Both the Oak Lodge Library and NCPRD are both divisions within Business & Community Services (BCS). In addition, BCS will be managing the Gladstone Library when operations are transferred later this year. In order to pool resources and make more efficient use of time and money, BCS staff proposed a joint process to plan for the Concord Property and the Oak Lodge and Gladstone libraries.

In 2018, the Board of Commissioners approved the proposed joint planning process. As part of the process, two task forces (the Concord Property and Library Planning Task Force and the Gladstone Community Library Planning Task Force) were formed to advise staff and the Board on the planning process, community needs, the capabilities of the Concord Property, and master plans for the Concord Property, the Oak Lodge Library, and the Gladstone Library.

The two task forces began meeting regularly in 2019. The task forces reviewed the request for proposals for architectural services issued by the County, and each task force selected two members to participate on a 13-member consultant selection committee. This committee, led by procurement staff, met during May and June to review written proposals and interview finalist candidates. The committee selected a design team led by Opsis Architecture LLP, and BCS and Procurement staff began to draft a scope of work.

In July and September 2019, joint Concord/Gladstone task force meetings were held to increase project efficiency and information-sharing. The scope of work was presented to task force members, and at the September 4, 2019 joint meeting, task force members indicated general concurrence with the scope of work and supported bringing the contract to the Board for approval (20 approved; 3 did not approve).

At that same meeting, some task force members raised concerns largely revolving around project timing (how long it will take before construction begins, the potential for the Concord/Oak Lodge process to slow the Gladstone Library process, whether there should continue to be joint task force meetings) and project funding (where the money will come from to pay for construction, the desire for project costs to be fairly and appropriately divided between Libraries and NCPRD). Staff explained that the contract will have some flexibility to change as needs arise, and noted that the need for joint meetings could be reviewed at each phase of work. In addition, a special joint task force meeting has been scheduled for Thursday, September 19 to further discuss and address general concerns related to project timing and funding.

OPIS ARCHITECTURE LLP SCOPE OF WORK:

This contract is to provide programming and master planning services for three interrelated projects that make up the Oak Lodge and Gladstone Community Project.

1. The redevelopment of the Concord Property, a six-acre site located at 3811 Concord Road in Oak Lodge. Situated on the property is a two-story 1936 Works Progress Administration school building, owned by NCPRD, that will be home to a new community center and park to serve NCPRD residents. In addition, NCPRD is considering consolidating its administrative offices in the school building.
2. A library to serve the residents of the Oak Lodge Library service area and unincorporated residents of the Gladstone service area. The library may be sited in the Concord building, elsewhere on the Concord Property or at another undetermined location in the Oak Lodge community.
3. A new library building in the City of Gladstone to serve City of Gladstone residents of the Gladstone Library service area at the current location of Gladstone City Hall at 525 Portland Ave.

Opsis Architecture LLP will employ best practices to engage the Oak Lodge and Gladstone communities and staff, conduct needs assessments, develop a program, and develop a comprehensive master plan for the Oak Lodge Library, Gladstone Library, and Concord Property. This contract will be amended to provide for future phases of the work.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on April 25, 2019. Proposals were opened on May 23, 2019. BCS received five (5) proposals: FFA Architecture and Interiors, Hacker Architects Inc., Mackenzie Engineering Incorporated, Opsis Architecture LLP, and Scott Edwards Architecture. After initial evaluation of the submitted proposals, the evaluation committee recommended interviewing the top three proposers: FFA Architecture and Interiors, Hacker Architects Inc., and Opsis Architecture LLP. Upon completion of the interviews, Opsis Architecture LLP was the highest-ranking proposer and the evaluation committee recommended a contract be awarded to them. Following the award, BCS staff entered into negotiations with the selected vendor and developed a final statement of work along with final billing rates and contract total value.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve and execute the Contract with Opsis Architecture LLP for the Oak Lodge and Gladstone Community Project.

Respectfully submitted,

Laura Zentner
Director, Business and Community Services

Placed on the BCC Agenda on _____ by the Procurement Office.



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #1642**

This Personal Services Contract (this “Contract”) is entered into between **Opsis Architecture LLP** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Business and Community Services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **January 30, 2021**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **RFP #2019-32 North Clackamas Parks and Recreation District Concord Property Oak Lodge Library and Gladstone Library Planning Process** (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **nine hundred ninety-six thousand nine hundred sixteen dollars (\$996,916.00)**, for accomplishing the Work required by this Contract. This not to exceed amount includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$40,000.00 for contingency tasks, each of which must be separately authorized by the County in writing, and only by County’s contract administrator. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 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: Kathryn Krygier, 150 Beaver Creek Road, Oregon City Oregon 97045 or via email at kkrygier@ncprd.com.

- 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 Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/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.

7. Contractor and County Contacts.

Contractor	County
Administrator: Mark Stoller Phone: 503-525-9511 Email: marks@opsisarch.com	Administrator: Kathryn Krygier Phone: 503-742-4358 Email: kkrygier@ncprd.com

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. 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. Contractor shall maintain such books and records for a minimum of six (6) 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 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.** To the extent the contractor is negligent, 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. To the extent he contractor is negligent, 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, 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. 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, 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 secure 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 all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General 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 Bodily Injury and Property Damage.
<input checked="" 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 policy(s) shall be primary insurance as respects to the County. Any 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 21 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. 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 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 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. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract. If County modifies the Work Product on this or on another project without Contractor's prior written consent, then County shall assume all risks attendant in such use.
- 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 the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. 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 and 21, 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, 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.
- 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.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (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 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, 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. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. MEDIATION.**
In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the County and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 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 in the performance 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 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.
- 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. 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. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas 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 Contractor by reason of the Contract.
 - f. 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.
 - g. 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. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key

**EXHIBIT A
SCOPE OF WORK**

**EXHIBIT B
Schedule**

**EXHIBIT C
Fee/Billing Rates**