

# Contract Review Sheet

**PW-4355-21 (5)**

Contract for Services #: PW-4355-21 Amendment #: 5

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Wednesday, August 2, 2023

Title: ARPA - Radio Communications Project Management Consultant

Contractor's Name: Radio Technology Services

Term - Date From: October 18, 2021 Expires: June 30, 2025

Original Contract Amount: \$190,500.00 Previous Amendments Amount: \$145,000.00

Current Amendment: \$122,055.00 New Contract Total: \$457,555.00 Amd% 140%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0261 Multi Step RFP RFP# PW930-21

**Description of Services or Grant Award**

Project Management consulting services for the 2 Radio Communications system capital improvement projects. Amendment 1 makes some spelling corrections and modifications and reservations to Tasks 1 through 13. Amendment 2 increases contract amount from \$190,500 to \$335,500, and adds tasks 201 (project mgmt), 202 (meetings & presentations, and 203 (oversight of existing radio systems). Amendment 3 - to add ARPA language into contract. Amendment 4 - extend term date to June 30, 2025. Amendment 5 - increases contract amount from \$335,500 to \$457,555.00. Contract is entering into the RFP phase for design, supply, installation and provisioning of the new radio system.

Desired BOC Session Date: 8/23/2023 BOC Planning Date: 8/10/2023

Files submitted in CMS: 8/2/2023 Printed packet & copies due in Finance: 8/8/2023

BOC Session Presenter(s) Brian Nicholas

**FOR FINANCE USE**

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: Y

**REQUIRED APPROVALS**

		DocuSigned by:  DA7EBDCC1E7B47D	8/7/2023
Finance - Contracts	Date	Contract Specialist	Date

Legal Counsel	Date	Chief Administrative Officer	Date



## MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: August 23, 2023

Department: Public Works Agenda Planning Date: 8/10/2023 Time required:

 Audio/Visual aids

Contact: Brian Nicholas Phone: x7943

Department Head Signature:

**TITLE**

Amendment #5 to Contract PW-4355-21 with Radio Technology Services (RTS) for the Marion County Radio System Project.

**Issue, Description & Background**

Marion County operates two (2) VHF analog radio channels, which support Marion County Sheriff operations, and one (1) UHF analog radio channel, which supports Marion County Public Works operations. Both radio systems are budgeted for replacement during the current fiscal year.

Contract PW-4355-21 was awarded to RTS on October 5, 2021 to provide project management services and radio system expertise for the two radio replacement projects. The original contract and subsequent amendments provide project management services through preliminary project planning and the development of radio system procurement documents. Amendment #5 extends project management services through the procurement of the new radio systems. A future amendment is planned, which will provide construction oversight and project management services during system deployment.

**Financial Impacts:**

Amendment #5 will increase the total not-to-exceed contract value by \$122,055, from \$335,500 to \$457,555. This is a budgeted expense in the current FY2023-24 budget.

**Impacts to Department & External Agencies**

This project will have no adverse impacts to other departments or external agencies. Installation of the countywide radio system will provide a reliable, public-safety-grade radio system for use by the Sheriff's Office, Juvenile Department, Dog Services and other county services, and will have the capacity to serve first responder agencies throughout Marion County.

**Options for Consideration:**

1. Approve and sign Amendment #5 to PW-4355-21.
2. Take no action at this time.

**Recommendation:**

Staff recommends the Board approve and sign Amendment #5, providing the project management resources needed to advance the project through procurement of the new radio system.

**List of attachments:**

Amendment #5 to Contract for Services PW-4355-21  
Contract Review Sheet  
Original executed contract

**Presenter:**

Brian Nicholas, Public Works Director

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

**Copies to:**

Alicia Henry - ahenry@co.marion.or.us



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

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Brian Nicholas - [bnicholas@co.marion.or.us](mailto:bnicholas@co.marion.or.us)  
Jeniffer Scales - [jscales@co.marion.or.us](mailto:jscales@co.marion.or.us)  
Dennis Mansfield - [dmansfield@co.marion.or.us](mailto:dmansfield@co.marion.or.us)

## REQUEST FOR AUTHORIZATION OF CONTRACT PW-4355-21

**Date:** August 1, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Alicia Henry

**I. Subject:** Amendment Exceeds 25%

**DIPS CODE:** 135-40-42-461-4602-531800-105876

**Budget Authority:**  Yes  No

**CIP:** 22-309

The Marion County Public Works Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Radio Technology Services for Radio Communications Project Management and Consultation with a current value of \$335,500.00. The amendment would increase the contract value by \$122,055.00 for a new contract value of \$457,555.00 upon approval.

**A. BACKGROUND**

The Public Safety Radio Project is an ARPA-funded project assigned to Public Works to construct a new county wide radio system for use by the Marion County Sheriff's Office, Juvenile Services, Public Works, and other departments. The system will also have the capacity to serve other first-responder agencies within Marion County.

Radio Technology Services was selected to provide project management services and radio system expertise through a competitive RFP process to support delivery of the multi-year Project. Execution of the Project has been undertaken in phases, including the issuance of a contract amendment to incorporate the scope of needed services and fee associated with each new Project phase.

**B. CURRENT AMENDMENT PURPOSE**

The Project is now entering into the procurement phase, which will begin with the issuance of a competitive RFP for the design, supply, installation and provisioning of the new radio system. This amendment includes the scope of services and associated fee needed to assist Marion County through radio system procurement.

**C. JUSTIFICATION**

For A&E contracts, justify how the amendment would not materially impact the field of competition for the services described in the RFP if the county reasonably believes that the number of proposers would not significantly increase if the solicitation document were re-issued to include the additional services:

The scope of services included in this amendment and the phased Project delivery process were accounted for in the original RFP. The Public Safety Radio Project is a large, complex project in which specific tasks and associate level of effort required in later Project phases is dependent upon the results of earlier Project phases. For instance, the radio system procurement process, specific consultant tasks and associated level of effort defined in this amendment could not be determined until after stakeholder outreach, assessment of alternatives, preliminary cost estimating and procurement specification development were completed. This amendment conforms to the pre-planned delivery strategy for this Project.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget?  Yes  No
2. If yes, amount \$4,418,524.00 Program / Account 4602 / 531800
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
  - a. Amount: \$ \_\_\_\_\_
  - b. Managed with anticipated savings– explain why and from what costing:  
 \_\_\_\_\_  
 \_\_\_\_\_
  - c. Will require a supplemental budget request – provide the expected funding source and costing:
    - i. Funding Source: \_\_\_\_\_
    - ii. Costing: \_\_\_\_\_

Submitted by:

Reviewed by:

DocuSigned by:  
  
 DA7EBDC1E7B47D...  
 Alicia Henry  
 Public Works Department

\_\_\_\_\_  
Contracts & Procurement

Acknowledged by:

Acknowledged by:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Jan Fritz, CAO



**Marion County**  
OREGON

**AMENDMENT 5 to the  
CONTRACT FOR SERVICES**

**between  
MARION COUNTY and RADIO TECHNOLOGY SERVICES**

This Amendment No. 5 to the Contract for Services (as amended from time to time, the “Contract”), dated October 18, 2021 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Radio Technology Services, hereafter called Contractor, is executed by mutual consent of the Parties.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. **TERM.** This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on June 30, 2025. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2026.

2. **CONSIDERATION.**

A. The maximum , not to exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$457,555.00 [~~\$335,500.00~~]. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- A. Exhibit B (Required Federal Terms and Conditions)
- B. Exhibit C (Federal Funding Accountability and Transparency Act Certification)
- C. Exhibit D (Capital Justification)
- D. Exhibit E (Reporting Requirements)

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200 -Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

On March 11, 2021, The American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program with the Assistance Listing Number (ALN) to be paid through this contract is 21.027.

### **3. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County’s performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. 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. For the purposes of this Section, “tax laws” includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty, in subsection 27.3 of 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 the 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 State’s setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The 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 a replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

D. Subject to the provision of Section 13 below, Contractor accepts any and all liability for any adverse effects originating from any Change in Law.

**4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.** Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**5. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

**6. FORCE MAJEURE.** Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION.**

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

**8. RECOVERY OF FUNDS.**

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.



**9. ACCESS TO RECORDS.**

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

**10. REPORTING REQUIREMENTS.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

**11. CONFIDENTIALITY OF RECORDS.**

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

**12. INDEMNIFICATION AND INSURANCE.**

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**13. EARLY TERMINATION.** This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**14. PAYMENT ON EARLY TERMINATION.** Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

**15. INDEPENDENT CONTRACTOR.**

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility

for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**16. GOVERNING LAW AND VENUE.** This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

**17. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

**18. NO THIRD PARTY BENEFICIARIES.**

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE.** This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER.** The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES.** In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

### 23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County  Not required by County.

\$1,000,000 Per occurrence limit for any single claimant; and

\$2,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY. - RESERVED**

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County  Not required by County.

**Bodily Injury/Death:**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. Automobile Liability Insurance. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County  Not required by County.

**Bodily Injury/Death:**

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**24. NOTICE.** 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, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Radio Technology Services  
Attn: Patrick Hoover  
1310 N. Manzanita  
Canby, OR 97013  
PHoover@rtspnw.com

To County:

Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309  
Fax No. 503-588-5237

**25. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY.** If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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.

**27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. 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;

iii. 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

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any deliverables delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

## 28. RESERVED

## 29. Prevailing Wage

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Contractor may be otherwise subject to the requirements of Davis-Bacon Act, when ARPA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of Oregon Prevailing Wage Laws will apply these funds.

- a. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Contractor shall:
  - i. comply with PWR, require its subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
  - ii. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
  - iii. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Contractor is a "public body" and the Project is a "qualified project", as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
    - 1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
    - 2) Employ apprentices to perform 15 percent of the work hours that works in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
    - 3) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one more of those groups; and

- 4) Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- a. Contractor represents and warrants that it is not on the BOLI current List of Contractors Ineligible to receive Public Works Contracts and that it will not contract with any contractor on this list.
- b. Pursuant to ORS 279C.817, Contractor may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

### **30. Relationship of the Parties**

- 30.1 Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervisor to achieve the Owner's Project objectives.
- 30.2 In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.
- 30.3 Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Subconsultants proposed. Consultant shall not retain a sub-consultant which Owner has a reasonable objection.
- 30.4 Consultant acknowledges that this Consultant was awarded on the basis on the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person").

Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

### **31. Consultant's Responsibility; Representations and Warranties**

- 31.1 Consultant agrees that:



- 31.1.1 The phrase “Standard of Care” that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the “Standard of Care”):
- 31.1.2 Consultant shall perform all Services in accordance with Standard of Care:
- 31.1.3 Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant:
- 31.1.4 Consultant shall be responsible for correcting inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner, unless such corrective action is attributable to deficiencies in Owner furnished information;
- 31.1.5 Owner’s review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables, and other documents. Any review or acceptance of by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;
- 31.1.6 During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for, and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and
- 31.1.7 Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant’s contract with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Subconsultants and subcontractors for services performed on the Project.
- 31.2 Consultant represents and warrants to Owner that:
  - 31.2.1 Consultant has the power and authority enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;
  - 31.2.2 When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

- 31.2.3 Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;
- 31.2.4 Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;
- 31.2.5 Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;
- 31.2.6 Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;
- 31.2.7 All Services shall be performed in accordance with the Standard of Care;
- 31.2.8 The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

**32. Responsibilities of Owner; Special Contract Provisions**

- 32.1 Owner's responsibilities under the Contract, and certain additional responsibilities of Consultant, are set forth in Exhibit D-Special Contract Provisions.

**33. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor.** The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)**

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**SIGNATURE PAGE**

**MARION COUNTY SIGNATURES:**

**BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**RADIO TECHNOLOGY SERVICES SIGNATURE:**

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

Title: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.** Contractor shall perform Services as described below.

- A. GENERAL INFORMATION.** The Marion County Sheriff currently operates an end-of-life QS2 VHF 2-channel simulcast radio system. The QS2 platform is no longer supported by Tait Communications, the hardware manufacturer, and it is now impossible to obtain new QS2 components to maintain the radio system. Additionally, the existing system does not provide adequate radio coverage across the county and lacks critical features found in modern public safety radio systems. This project will replace the existing radio system with a new P25-capable radio network with the intention of providing public safety radio coverage to city police departments, rural fire departments and other rural first-responder agencies throughout Marion County. Contractor shall serve as County's Project Manager in delivery of the Project.

It is assumed the proposed radio system will initially operate as a service branch within the Marion County Public Works department and that the radio service shall be sold to user agencies under intergovernmental agreements between County and each user agency. Governance may transition to a ORS-defined.

- B. PROJECT PHASING.** County's radio infrastructure consists of multiple radio systems and this project is divided into multiple phases:

- Phase 1 – MCSO VHF Radio Channels 1 and 3**
- Phase 2 – MCPW UHF Radio System**

This Statement of Work addresses Phase 1 of the Project. Each subsequent phase is optional, at County's discretion, and may be added via amendment(s) to this Contract. Some Phase 2 activities may occur concurrent with Phase 1 activities.

The following tasks, signified by task numbers 201 and above, are for Phase 2 of the Project.

**C. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

**PHASE 1**

**Task 1. Project Management** – Contractor shall assist County with the management and oversight of Project delivery, development and implementation, and oversee and coordinate Project work performed by vendors, County staff and other consultants engaged by County for the purposes of Project delivery. Contractor shall serve as County's 3<sup>rd</sup> party technical representative for the Project, shall contribute to Technical Advisory Committee (TAC) discussions and deliberations, and shall review and provide comment for all deliverables developed by other consultants engaged by County. Contractor may be required to manage and coordinate communications among project stakeholders, facilitate technical problem-solving and decision-making with internal and external stakeholders, contribute to weekly progress meetings, and monitor Project scope, schedule, and budget. Contractor shall develop and maintain a Project Workbook identifying key Project delivery elements, documenting project data and stakeholder decisions associated with each Project delivery element, and tracking schedule, timeline or completion deadline for each Project delivery element.

**Deliverables:** 1.1 Project Workbook – 1 copy in Microsoft Excel (.xlsx) format

**Task 2. Contract Administration** – This task includes all Contractor labor associated with administration of this Contract, including administrative communications, preparation and submittal of monthly invoices, preparation and submittal of reports and other record communications, scheduling and coordination of meetings, and review and evaluation of contract changes.

**Deliverables:** 2.1 Monthly Invoices – 1 copy in PDF format or hardcopy

**Task 3. Stakeholder Engagement** – Contractor shall assist County in executing an effective stakeholder engagement program. Contractor shall lead or assist County staff in leading the following stakeholder engagement activities at the direction of the Public Works Director:

**Task 3.1. User Survey** – Consultant shall develop and administer a web-based User Survey to collect key stakeholder input necessary to identify and specify essential radio system features and capabilities, strategies for delivering and maintaining subscriber units and other network services, among other data needs.

**Deliverables:** 3.1 User Survey – results to be summarized in the Project Workbook

**Task 3.2. Face-to-Face Stakeholder Meetings** – Consultant shall meet in person or by video conference with each prospective user agency to establish lines of communication between Contractor and user agencies with the goals of developing first-hand understanding of user agency needs and rebuilding trust between the Project and Project stakeholders. Contractor shall document significant findings in the Project Workbook.

**Task 3.3. Technical Advisory Committee (TAC)** – County has established a TAC consisting of METCOM 911 member agencies, the Marion County Sheriff, Marion County Public Works Department and Marion County Information Technology Department. Contractor will play an integral role in the TAC process. The purpose of the TAC is to provide a means for user agencies to provide meaningful input on a consistent, regular basis to help inform and guide Project development, so user agencies are committed to opting into the new radio service when it's constructed. Contractor shall attend quarterly TAC meetings, provide monthly updates to the TAC regarding Project status and solicit TAC input on key issues. Contractor shall monitor and oversee the stakeholder engagement work of other consultants engaged by County for conformance with Project and stakeholder needs.

**Deliverables:** 3.3.1 Quarterly TAC Agenda –Word Document (.docx) format

**Task 3.4. State Cooperators Meeting** – Contractor shall attend monthly cooperator meetings held by the Oregon State Communications Readiness Officer and act as a technical representative for Marion County.

**Task 3.5. METCOM & Marion County Fire Defense Board Monthly Meetings** – Contractor shall attend monthly meetings of the METCOM Board of Directors and Marion County Fire Defense Board, update stakeholders on Project status and serve as a technical representative for Marion County.

**Task 3.6. Quarterly Marion County Board of Commissioners Briefings** – Contractor may attend and facilitate regularly scheduled update meetings with [quarterly update to] the

Marion County Board of Commissioners, update board members on Project status and solicit regular input with the goal of ensuring continued board support for the project.

**Task 4. Alternatives Validation** – County has completed a preliminary evaluation of county radio needs using a radio engineering consultant. The engineering consultant has recommended the county construct a hybrid 700-800 MHz / VHF digital, P25-capable radio network and digital IP backhaul based on county terrain and the availability of radio frequencies. The radio engineering consultant has been tasked with vetting the recommended system with Project stakeholders to ensure the system is affordable within the County’s Project budget and will satisfy stakeholder needs for the anticipated service life of the system. Contractor shall serve as County’s 3<sup>rd</sup> party technical representative during Alternatives Validation and provide technical input and system recommendations with the goal of providing an overall system that best meets Project objectives in a cost-effective manner.

This Task will be used to build consensus among Project stakeholders regarding the preferred system configuration to promote stakeholder confidence and buy-in. Contractor shall document the final selected system configuration in the Project Workbook and develop a “Brag Sheet” describing the selected system configuration in detail, including essential features, optional features, prospective system costs, anticipated buy-in costs for user agencies and any other details deemed important to Project stakeholders that can be validated during this Task.

**Deliverables:** 4.1 “Brag Sheet” – Word Document (.docx) format

**Task 5. System Design and Analysis [(RESERVED)]**– Contractor shall manage and oversee the analysis and design of the new radio network, digital IP backhaul system and site improvements, including coverage analyses, utilizing vendor design resources engaged by Contractor and/or engineering consultants engaged by County. Contractor shall act as County’s technical expert to inform County-made decisions during design, outline available transition strategies, facilitate County work sessions and develop the procurement specification(s) for the communication systems and site improvements. The end result of this Task will a number of coordinated bid packages that will be competitively bid by County for each of the primary project components. Contract shall prepare a Transition Plan that outlines the detailed strategy for constructing the new radio system while maintaining the operation of the existing radio system, then transitioning operation to the new system without a gap in radio service. Contractor will assist County staff in developing a Financial Plan and a[s] Staffing Plan covering the procurement, operation and long-term maintenance of the radio system. The components that are expected to result in a bid package include, but may not be limited to:

- Site Improvements
- Structural Tower Improvements
- Radio Network
- Microwave Backhaul System
- Electrical / Backup Power System(s)
- Mobile and Portable Subscriber Units

Contractor shall manage and oversee RFP process. This includes, but may not be limited to:

- RFP oversight
- RFP scheduling
- RFP schedule management
- RFP committee selection (internal)
- RFP presentation scheduling

- RFP vendor selection
- Contract Awarding
- Project Completion oversight – October 2025

Additional Project elements that are not expected to result in bid packages include, but may not be limited to:

- FCC Licensing
- Procurement Plan
- Transition Plan

**Deliverables:** 5.1 Procurement Specification – Site Improvements – Microsoft Word (.docx) format  
5.2 Procurement Specification – Tower Improvements – Microsoft Word (.docx) format  
5.3 Procurement Specification – Radio Network– Microsoft Word (.docx) format  
5.4 Procurement Specification – IP Backhaul Network– Microsoft Word (.docx) format  
5.5 Procurement Specification – Radios – Microsoft Word (.docx) format  
5.6 Transition Plan– all in Microsoft Word (.docx) format  
5.7 FCC Licenses – Filed in FCC Online Database

**Task 6. Site Lease Agreements** – County owns a small number of radio sites housing both County-owned and third-party owned communications equipment. County also leases space at several sites owned by other entities. Additionally, construction of the new radio system may require County to either procure new sites for development or lease space at developed radio sites that are new to County. Few of these sites have formal lease agreements. Contractor shall lead the effort to identify the slate of needed lease agreements to support the new radio system and develop a lease template for use at County-owned sites. Contractor shall assist County staff with the development, execution and tracking of the necessary lease agreements.

**Deliverables:** 6.1 Lease Needs List for All Sites – Microsoft Word (.docx) format  
6.2 Lease Template – Microsoft Word (.docx) format  
6.3 Executed Lease Documents – PDF and hardcopies

**Task 7. Governance, Financial and Staffing Plans** – Contractor shall lead the effort with support from County staff to generate Financial, Governance and Staffing Plans for the new radio system operation. The Governance Plan will describe how the new radio system will be structured, managed, administered and maintained by County with input from user agencies, and the agreement structure by which user agencies will access County radio services. The Financial Plan will provide a comprehensive breakdown of all estimated costs and revenues needed to construct and operate the radio system, including initial site development, radio system procurement, IP backhaul procurement and radio purchase costs, operating and maintenance costs, initial capitalization requirements, user fees and other prospective revenues, and reserve capital needed for future system upgrades, among other costs and revenues. The Staffing Plan will provide Contractor’s recommended staffing count, organization and technical capabilities that would be needed for the Public Works Communications Section to operate and maintain the radio network and subscriber units. Contractor shall present draft versions of these plans to Project stakeholders (Task 3) to solicit their input and buy-in.

**Deliverables:** 7.1 Assigned Elements of the Governance Plan – Microsoft Word (.docx) format  
7.2 Assigned Elements of the Financial Plan – Microsoft Word (.docx) format

7.3 Assigned Elements of the Staffing Plan – Microsoft Word (.docx) format

**Task 8. Risk Assessment(s)** – Contractor shall perform and oversee risks assessments to provide sufficient information to identify and mitigate Project risks associated with current and future conditions. The risk assessment may use a combination of risk avoidance, transfer, mitigation and acceptance measures, based on input from County staff and Project stakeholders. The results of the risk assessment shall be documented in the Project Workbook.

**Task 9. Radio Procurement [(RESERVED)]** – Contractor shall serve as County’s technical point of contact during radio procurement activities. Contractor shall assist County in conducting pre-bid meetings, conduct or assist County in conducting pre-bid site visits, draft pre-bid RFI responses and review pre-bid RFI responses drafted by others, draft or assist County in drafting RFP addenda, provide technical qualifications assessment (non-scored) of proposals received to assist County in determining the responsiveness of proposals, and provide technical guidance on related matters during radio system procurement. [Contractor’s role and corresponding fee during the procurement phase of the project will be defined and added by amendment prior to the start of radio procurement activities.]

**Deliverables:** 9.1 Pre-Bid Meeting and Site Visit Attendance Rosters  
9.2 Technical Qualifications Assessments

**Task 10. Radio Integration (RESERVED)** – Contractor’s role and corresponding fee during the radio integration phase of the project will be defined and added by amendment prior to the start of radio integration activities.

**Task 11. Commissioning and Startup (RESERVED)** – Contractor’s role and corresponding fee during the commissioning and startup phase of the project will be defined and added by amendment prior to the start of commissioning and startup activities.

**Task 12. Training and O&M Library (RESERVED)** – Contractor’s role and corresponding fee during the training phase of the project will be defined and added by amendment prior to the start of training activities.

**Task 13. Oversight of Existing Radio Systems** – The existing radio system experiences periodic faults and disruption in service due to a variety of issues. If such an issue occurs during the course of the Project, Contractor may assist County staff in investigating and determining the root cause of the issue and may be asked to recommend corrective action County may undertake to resolve the issue, either permanently or temporarily, or may be asked to implement repairs on behalf of County which may include, but is not limited to, equipment repair, replacement, adjustment, calibration and/or programming. Contractor may also provide training to County staff in the maintenance and operation of the existing radio system, where such a need is identified through the execution of this task, to reduce the likelihood of system faults and disruptions, or maintenance and operation of any system repairs, equipment replacement or other changes implemented under this task.

**Task 14. Oversight of Existing Radio Systems** - The existing radio system experiences periodic faults and disruption in service due to a variety of issues. If such an issue occurs during the course of the Project, Contractor may oversee the work of County staff investigating and determining the root cause of the issue.



**Task 15. Marion County Sheriff's Office McCully** - Contractor shall manage and oversee the addition of McCully Mountain to the existing QS2 Radio System for extended radio coverage in Santiam Canyon. Contractor shall act as County's technical expert to inform County-made decisions during the design and develop the procurement specification(s) for the communication systems and site improvements. The result of this Task is RF site deployment at McCully Mountain. Contractor shall prepare a Transition Plan that outlines the detailed strategy for constructing the new radio site while maintaining the operation of the existing radio system, then add an additional site without a gap in radio service. Contractor will assist County staff in developing a Financial Plan covering the procurement, operation, and long-term maintenance of the radio site. The components that are expected to be installed:

- 4 RF Antennas
- 2 RF Base Stations (Repeaters)
- Simulcast Timer
- Antenna Combining Equipment
- Network Switch
- 48v Power Distribution

**Task 16. Marion County House Mountain Site Improvements** – Contractor shall manage and oversee propane, generator, DC Power, and site improvement project at House Mountain. Contractor shall act as County's technical expert to inform County-made decisions during the construction phases of the project. The result of this Task is completion of generation power upgrades. Contractor shall prepare transition plans with County Project Managers to avoid service interruptions for agencies utilizing House Mountain for Public Safety Operations. Contractor will oversee construction and be available for technical input and project oversight. Components expected to be updated:

- Generator
- Propane
- DC Power
- Site Consolidation

## PHASE 2

**Task 201. Project Management** – For the MCPW UHF radio system replacement, Contractor shall assist County with the management and oversight of Project delivery, development and implementation, and oversee and coordinate Project work performed by vendors, County staff and other consultants engaged by County for the purposes of Project delivery. Contractor shall serve as County's 3<sup>rd</sup> party technical representative for the Project, shall oversee the work of vendors and contractors engaged by County for supply, installation, and training for the UHF radio system, and shall review and provide comment for all deliverables developed by other consultants engaged by County. Contractor may be required to manage and coordinate communications among project stakeholders, facilitate technical problem-solving and decision-making with internal and external stakeholders, contribute to weekly progress meetings, and monitor Project scope, schedule, and budget. Contractor shall develop and maintain a Project Workbook identifying key Project delivery elements, documenting project data and stakeholder decisions associated with each Project delivery element, and tracking schedule, timeline or completion deadline for each Project delivery element.

**Deliverables:** 201.1 Project Workbook – 1 copy in Microsoft Excel (.xlsx) format

**Task 202. Meetings / Presentations** – Contractor shall conduct weekly Project development meetings involving County staff, vendors and other contractors engaged by County for the purposes of coordinating the work. Contractor may attend and facilitate regularly scheduled update meeting with the Marion County Board of Commissioners, update board members on Project status and solicit regular input with the goal of ensuring continued board support for the Project.

**Deliverables:** 202.1 Meeting Materials – as necessary

- D. **SPECIAL REQUIREMENTS.** During the term of this contract, any changes to existing radio system equipment and equipment settings, replacement or substitution of existing equipment or changes to equipment maintenance procedures and/or schedules shall be reviewed and approved by Contractor prior to implementation to ensure Contractor has an accurate and up-to-date knowledge and understanding of existing radio operations and functionality.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

- i. **KEY PERSONS.** Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Patrick Hoover – Project Manager

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

**2. COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$457,555.00 [\$335,500.00].

- A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor up to \$185 per hour for Project Manager services and up to \$85 for Administrative services, up to but not in excess of

**\$457,555.00** [~~**\$335,500.00**~~] for completing all Services required under this Contract.

- B. **BASIS OF PAYMENT FOR SERVICES.** Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.
- C. **EXPENSE REIMBURSEMENT.** County will reimburse Contractor for mileage expenses on a per-mile basis at the rate of \$0.56/mile for mileage that is essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract. No other expenses shall be reimbursed under this Contract. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$5,000.00.
- D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.
- E. **INVOICES.** Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Public Works Department**  
**Attn: [Jason Sykes] Brian Nicholas**  
**5155 Silverton Road NE, Building [2] 1**  
**Salem, OR 97305**





# Contract Review Sheet

PW-4355-21 (4)

Contract for Services #: PW-4355-21 Amendment #: 4

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Tuesday, March 7, 2023

Title: ARPA - Radio Communications Project Management Consultant

Contractor's Name: Radio Technology Services

Term - Date From: October 18, 2021 Expires: June 30, 2025

Original Contract Amount: \$335,500.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$335,500.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0261 Multi Step RFP RFP# \_\_\_\_\_

Description of Services or Grant Award

Project Management consulting services for the 2 Radio Communications system capital improvement projects.

Amendment 1 makes some spelling corrections and modifications and reservations to Tasks 1 through 13.

Amendment 2 increases contract amount from \$190,500 to \$335,500, and adds tasks 201 (project mgmt), 202 (meetings & presentations, and 203 (oversight of existing radio systems).

Amendment 3 - to add ARPA language into contract.

Amendment 4 - extend term date to June 30, 2025 [2023].

Desired BOC Session Date: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_

Files submitted in CMS: \_\_\_\_\_ Printed packet & copies due in Finance: \_\_\_\_\_

BOC Session Presenter(s) \_\_\_\_\_

**FOR FINANCE USE**

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: G

**REQUIRED APPROVALS**

DocuSigned by:  
  
 3/16/2023  
 Finance - Contracts Date

DocuSigned by:  
  
 3/20/2023  
 Contract Specialist Date

DocuSigned by:  
  
 3/17/2023  
 Legal Counsel Date

DocuSigned by:  
  
 3/17/2023  
 Chief Administrative Officer Date



**Marion County**  
OREGON

**AMENDMENT 4 to PW-4355-21  
the CONTRACT FOR SERVICES**

between

**MARION COUNTY and RADIO TECHNOLOGY SERVICES**

This Amendment No. 4 to the Contract for Services (as amended from time to time, the "Contract"), dated October 18, 2021 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Radio Technology Services, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

1. **TERM.** This Contract expires on June 30, 2025 [June 30, 2023].

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES**

Authorized Signature: DocuSigned by:  
Brian Melchior  
9793BA7ACD8D443... 3/16/2023  
Department Director or designee Date

Authorized Signature: DocuSigned by:  
Jan Fritz  
DC16351248DE4EC... 3/17/2023  
Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:  
Scott Norris  
80C98A6F700240B... 3/17/2023  
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:  
[Signature]  
A3538E7AEC704F4... 3/16/2023  
Marion County Contracts & Procurement Date

**RADIO TECHNOLOGY SERVICES SIGNATURE**

Authorized Signature: DocuSigned by:  
[Signature]  
9C27A59FAD0B494... 3/17/2023  
Date

Title: owner



# Contract Review Sheet

PW-4355-21 (3)

Contract for Services #: PW-4355-21 Amendment #: 3

Contact: Alicia Henry Department: Public Works Department

Phone #: 503-373-4320 Date Sent: Monday, December 12, 2022

Title: Radio Communications Project Management Consultant

Contractor's Name: Radio Technology Services

Term - Date From: October 18, 2021 Expires: June 30, 2023

Contract Total: \$ 335,500.00 Amendment: \$ - New Total: \$ 335,500.00

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0261 Multi Step RFP RFP# 930

Description of Services or Grant Award

Project Management consulting services for the 2 Radio Communications system capital improvement projects.

Amendment 1 makes some spelling corrections and modifications and reservations to Tasks 1 through 13.

Amendment 2 increases contract amount from \$190,500 to \$335,500, and adds tasks 201 (project mgmt), 202 (meetings & presentations, and 203 (oversight of existing radio systems).

Amendment 3 - to add ARPA language into contract. Assistance Listing 21.027 - Identified as a contractor - docs uploaded

Desired BOC Session Date: \_\_\_\_\_ BOC Planning Date: \_\_\_\_\_

Files submitted in CMS: \_\_\_\_\_ Printed packet & copies due in Finance: \_\_\_\_\_

BOC Session Presenter(s) \_\_\_\_\_

**FOR FINANCE USE**

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: G

**REQUIRED APPROVALS**

DocuSigned by:  
  
A3538E7AEC704E4  
 Finance - Contracts  
 Date: 12/19/2022

DocuSigned by:  
  
7795E954415440D  
 Grant Review

DocuSigned by:  
  
DA7EBDCC1E78A7D  
 Contract Specialist

DocuSigned by:  
  
D0CFCSB0439F483  
 Legal Counsel  
 Date: 12/20/2022

DocuSigned by:  
  
DC16351248DE4EC  
 Chief Administrative Officer  
 Date: 12/20/2022



**Marion County**  
OREGON

**AMENDMENT 3 to PW-4355-21  
the CONTRACT FOR SERVICES**

between

**MARION COUNTY and RADIO TECHNOLOGY SERVICES**

This Amendment No. 3 to the Contract for Services (as amended from time to time, the “Contract”), dated October 18, 2021 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Radio Technology Services, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- A. Exhibit B (Required Federal Terms and Conditions)
- B. Exhibit C (Federal Funding Accountability and Transparency Act Certification)
- C. Exhibit D (Capital Justification)
- D. Exhibit E (Reporting Requirements)

**2. CONSIDERATION.**

C. If applicable, Contractor shall comply with Exhibit B: Appendix II To Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program with the Assistance Listing Number (ALN) to be paid through this contract is 21.027.

**29. Prevailing Wage**

If this project meets the requirements under U.S. Treasury’s FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Contractor may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of Oregon Prevailing Wage Laws will apply to these funds.

- a. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (federal “Davis-Bacon Act”). If applicable, Contractor shall:



- i. comply with PWR, require its subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
  - ii. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
  - iii. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Contractor is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
    - 1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
    - 2) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
    - 3) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
    - 4) Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- b. Contractor represents and warrants that it is not on the BOLI current List of Contractors Ineligible to receive Public Works Contracts and that it will not contract with any contractor on this list.
- b. Pursuant to ORS 279C.817, Contractor may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

### **30. Relationship of the Parties**

- 30.1 Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.
- 30.2 In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner’s objectives.
- 30.3 Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the “Sub-consultants”). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Subconsultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.
- 30.4 Consultant acknowledges that this Contract was awarded on the basis of the unique

background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the “Key Personnel” and individually, the “Key Person”). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

### **31. Consultant’s Responsibilities; Representations and Warranties**

#### **31.1 Consultant agrees that:**

- 31.1.1 The phrase “Standard of Care” that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the “Standard of Care”);
- 31.1.2 Consultant shall perform all Services in accordance with the Standard of Care;
- 31.1.3 Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;
- 31.1.4 Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner, unless such corrective action is attributable to deficiencies in Owner furnished information;
- 31.1.5 Owner’s review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables, and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;
- 31.1.6 During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for, and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and
- 31.1.7 Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant’s contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

31.2 Consultant represents and warrants to Owner that:

- 31.2.1 Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;
- 31.2.2 When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;
- 31.2.3 Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;
- 31.2.4 Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;
- 31.2.5 Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;
- 31.2.6 Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;
- 31.2.7 All Services shall be performed in accordance with the Standard of Care;
- 31.2.8 The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

31.3 Compliance with Coronavirus State Fiscal Recovery Fund. Consultant shall comply with the requirements of the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury in the execution of the Services.

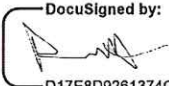
31.4 Employee Whistleblower Protection. Consultant shall comply with 41 U.S.C. 4712, Program for Enhancement of Employee whistleblower Protection. Refer to 41 U.S.C. 4712 for employee whistleblower rights and protections afforded under this Contract.

**32. Responsibilities of Owner; Special Contract Provisions**


32.1 Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in Exhibit D-Special Contract Provisions.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES**

Authorized Signature:  DocuSigned by:   
 D17E8D9261374C6  
 Department Director or designee 12/20/2022  
 Date

Authorized Signature:  DocuSigned by:   
 DC16351248DE4EC...  
 Chief Administrative Officer 12/20/2022  
 Date

Reviewed by Signature:  DocuSigned by:   
 D0CF580489F483...  
 Marion County Legal Counsel 12/20/2022  
 Date

Reviewed by Signature:  DocuSigned by:   
 C5B2E3DF257E444  
 Marion County Contracts & Procurement 12/19/2022  
 Date

**RADIO TECHNOLOGY SERVICES SIGNATURE**

Authorized Signature:  DocuSigned by:   
 9C27A59FAD08494...  
 12/20/2022  
 Date

Title: Owner

**EXHIBIT B****APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Control Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that

the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Domestic preference for procurements.

- Audit Requirements of 2 CFR §200.5XX (Subpart F)

- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

- If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
- Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.
- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age

Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



## Federal Funding Accountability and Transparency Act (FFATA) Certification\*

<b>Organization Name:</b>	Radio Technology Services	<b>CMS Number:</b>	PW-4355-21
---------------------------	---------------------------	--------------------	------------

**Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?**

- Yes (Skip questions "A" and "B" and finish the certification)
- No (Proceed to questions "A" and "B")

**A. Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards**

Did your organization (1) receive 80% or more of its annual gross revenue **AND** (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

- Yes If "Yes," proceed to question "B".
- No If "No," skip question "B" and finish the certification.

**B. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If "Yes", where can this information be accessed?
- No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: \$500,000; Mary Redd: \$50,000; etc.*)

1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

***As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.***

Patrick Hoover  
 Print Name of Authorized Representative

Owner  
 Print Title of Authorized Representative

  
 Signature of Authorized Representative

November 8, 2022  
 Date

\*Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.

## **Federal Funding Accountability and Transparency Act (FFATA) Certification\***

### **Background on FFATA Requirements**

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

### **Definition of Compensation**

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CFR 229.402(c)(2).

*\*Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

**American Rescue Plan Act (ARPA) /  
 Coronavirus State and Local Fiscal Recovery Funds (SLFRF)  
 Capital Expenditure Justification Form**

**Purpose:** To ensure recipient complies with the terms, conditions and requirements of the U.S. Treasury 31 CFR Part 35 SLFRF Final Rule. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million.

**Capital Expenditures:** Per the Uniform Guidance 2 CFR 200.1, the term "capital expenditures" means "expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life."

Organization Name:	Marion County - Public Works
Organization Contact Completing Form:	Alicia Henry
Date:	6-Dec-22
Project Name:	Radio Communications Project - Subcontractor (RTS)
Expenditure Category:	1.7 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
Type of Capital Expenditure <sup>1</sup> :	Emergency operations centers and acquisition of emergency response equipment
Specify "Other" Expenditure Type:	
Project Amount:	\$ 9,000,000
Project Threshold Per Table 1:	\$1M to < \$10M
CMS # (Marion County to Complete)	BO-4575-22 / PW-4355-21

**Black shaded cells DO NOT need to be filled out.**

1 Describe the harm or need to be addressed.

This project is critical to the public health communications and life safety of Marion County first responders, communities, and the public they serve.

2 Explanation of why a capital expenditure is appropriate. (For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.)

Marion County currently operates a 2-channel analog VHF radio system, which the Marion County Sheriff's Office uses for field coverage for deputies on patrol, and various fire departments operate their own similar radio systems in small pockets of the county. These systems are not centrally managed, which means they are haphazardly

3 Was there a comparison performed of the approved capital project against at least two alternative capital expenditures?

YES  NO

a) If yes, please demonstrate why the approved capital expenditure is superior.

b) If no, please explain why.

N/A, time is critical to move this project forward, it has been in the CIP budget prior to ARPA funding being allotted. Critical infrastructure is needed to ensure communications and life safety.

<sup>1</sup> Coronavirus State and Local Fiscal Recovery Funds Project and Expenditures Report User Guide - Appendix H

Marion County to complete this section

Grant Reviewer:

Date Reviewed:

Comments:

**Table 1 (U.S. Treasury Final Rule, General Provisions: Other, b. Capital Expenditures)**

If a project has total expected capital expenditures of	and the use is enumerated in (b)(3), then	and the use is not enumerated in (b)(3), then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

**EXHIBIT E**  
**ARPA/SLFRF REPORTING REQUIREMENTS FORM**

**A.1 Project and Expenditure Report**

Department shall complete the Project and Expenditure Report as outlined in the Project and Expenditure Report User Guide dated April 1, 2022, according to the awarded eligibility category. The Board and Designee shall provide the Project and Expenditure Report template to the Department no later than June 15, 2022. Once the Department's total project expenditures have been occurred and the project has completed, a final report shall be submitted, and quarterly reporting requirements will no longer be required.

Project and Expenditure Reports are due according to the following table:

Report	Year	Quarter	Period Covered	Due Date
1	2022	2	Project Commence - June 30	July 15, 2022
2	2022	3	July 1 - September 30	October 15, 2022
3	2022	4	October 1 - December 31	January 15, 2023
4	2023	1	January 1 - March 31	April 15, 2023
5	2023	2	April 1 - June 30	July 15, 2023
6	2023	3	July 1 - September 30	October 15, 2023
7	2023	4	October 1 - December 31	January 15, 2024
8	2024	1	January 1 - March 31	April 15, 2024
9	2024	2	April 1 - June 30	July 15, 2024
10	2024	3	July 1 - September 30	October 31, 2024
11	2024	4	October 1 - December 31	January 15, 2025
12	2025	1	January 1 - March 31	April 15, 2025
13	2025	2	April 1 - June 30	July 15, 2025
14	2025	3	July 1 - September 30	October 15, 2025
15	2025	4	October 1 - December 31	January 15, 2026
16	2026	1	January 1 - March 31	April 15, 2026
17	2026	2	April 1 - June 30	July 15, 2026
18	2026	3	July 1 - September 30	October 15, 2026
19	2026	4	October 1 - December 31	March 15, 2027

**A.2 Recovery Plan Performance Report**

Department shall complete the Recovery Plan Performance Report. The Board and designee shall provide the Recovery Plan Performance Report template to the Department no later than June 15, 2022.

Recovery Plan Performance Reports are due according to the following table:

Report	Period Covered	Due Date
1	Award Date - June 30, 2022	July 15, 2022
2	July 1, 2022 - June 30, 2023	July 15, 2023
3	July 1, 2023 - June 30, 2024	July 15, 2024
4	July 1, 2024 - June 30, 2025	July 15, 2025
5	July 1, 2025 - June 30, 2026	July 15, 2026
6	July 1, 2026 - December 31, 2026	March 15, 2027

**A.3 Federal Funding Accountability and Transparency Act Certification**

Department shall require its contractor(s) and subcontractor(s), to complete and include Exhibit

D. Federal Funding Accountability and Transparency Act Certification as part of the contract.

**A.4 ARPA/SLFRF Capital Expenditure Justification Form**

Department shall require its contractor(s) and subcontractor(s) to complete and include Exhibit E.

ARPA/SLFRF Capital Expenditure Justification Form as part of the contract.



Marion County  
OREGON  
FINANCE DEPARTMENT

# Contract Review Sheet

PW-4355-21 (2)

Contract for Services #: PW-4355-21 Amendment #: 2

Contact: Alejandre, Kay Department: Public Works Department

Phone #: (503) 373-4329 Date Sent: Wednesday, September 28, 2022

Title: Radio Communications Project Management Consultant

Contractor's Name: Radio Technology Services

Term - Date From: October 18, 2021 Expires: June 30, 2023

Contract Total: \$ 190,500.00 Amendment: \$ 145,000.00 New Total: \$ 335,500.00

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0261 Multi Step RFP RFP# 930

### Description of Services or Grant Award

Project Management consulting services for the 2 Radio Communications system capital improvement projects.  
Amendment 1 makes some spelling corrections and modifications and reservations to Tasks 1 through 13.  
Amendment 2 increases contract amount from \$190,500 to \$335,500, and adds tasks 201 (project mgmt), 202 (meetings & presentations, and 203 (oversight of existing radio systems).

Desired BOC Session Date: 10/26/2022 BOC Planning Date: 10/13/2022

Files submitted in CMS: 10/5/2022 Printed packet & copies due in Finance: 10/11/2022

BOC Session Presenter(s) Brian Nicholas

### FOR FINANCE USE

Date Finance Received: 10/3/2022 Date Legal Received: \_\_\_\_\_

Comments: Y 7

### REQUIRED APPROVALS

DocuSigned by:  
Camber Schlag 10/6/2022  
Finance - Contracts Date

DocuSigned by:  
Cheryl McDowell 10/8/2022  
Contract Specialist Date

DocuSigned by:  
Jane E Vetto 10/7/2022  
Legal Counsel Date

DocuSigned by:  
Jan Fritz 10/7/2022  
Chief Administrative Officer Date



## MARION COUNTY BOARD OF COMMISSIONERS

**Board Session Agenda Review Form**

Meeting date: October 26, 2022

Department: Public Works

Agenda Planning Date: 10/13/2022

Time required: 10

 Audio/Visual aids

Contact: Brian Nicholas

Phone: x7943

Department Head Signature:

97938A7ACD8D443...

**TITLE**

Marion County Contract PW-4355-21 , Amendment 2 for Project Management Services

**Issue, Description & Background**

Marion County operates two (2) VHF analog radio channels, which support Marion County Sheriff operations, and one (1) UHF analog radio channel, which supports Marion County Public Works operations. Both radio systems are budgeted for replacement over the next two fiscal years.

Contract PW-4355-21 was awarded to Radio Technology Services (RTS) on October 5, 2021 to provide project management services and radio system expertise for the two radio replacement projects. The initial consultant services agreement only included the project delivery tasks associated with replacement of the Sheriff's VHF radio system. Amendment 2 adds the project management tasks associated with replacement of the Public Works Department's UHF radio system. Public Works has purchased the core system components for the new UHF radio system and is preparing to enter into a contract with Tait Communications for final design, supply and installation of the new UHF radio system. Project Management leadership will be required from RTS to ensure the UHF radio project is completed successfully.

**Financial Impacts:**

Amendment 2 will increase the total not-to-exceed contract value by \$145,000, from \$190,500 to \$335,500. This is a budgeted expense in the current FY2022-23 Road Fund budget.

**Impacts to Department & External Agencies**

This project will have no adverse impacts to other departments or external agencies. Installation of the UHF radio system will provide redundancy within the county's radio communications systems, providing a backup network that the Sheriff, Juvenile Department and Dog Services can utilize in the event of an outage involving the Sheriff's VHF radio system.

**Options for Consideration:**

1. Approve and sign Amendment 2 to PW-4355-21.
2. Take no action at this time.

**Recommendation:**

The Public Works Department recommends the board approve and sign Amendment 2, providing the project management resources needed to deliver the UHF radio replacement project.

**List of attachments:**

Amendment 2 to Contract for Services PW-4355-21  
 Contract Review Sheet  
 Original executed contract  
 Amendment 1

**Presenter:**

Brian Nicholas, Public Works Director





MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

Copies to:

Alicia Henry - ahenry@co.marion.or.us  
Brian Nicholas - bnicholas@co.marion.or.us  
Jeniffer Scales - jscales@co.marion.or.us  
Dennis Mansfield - dmansfield@co.marion.or.us

## REQUEST FOR AUTHORIZATION OF CONTRACT

**Date:** September 28, 2022

**To:** Chief Administrative Officer

**Cc:** Contract File

**From:** Chalyce MacDonald

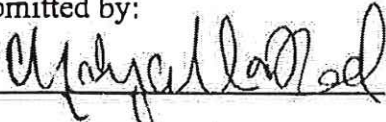
**1. Subject:** Amendment Exceeds 25%

The Marion County Public Works Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Radio Technology Services (RTS) for Radio Communications Management Consultation with a value of \$190,500.00 and an additional \$145,000.00 will be added to the contract for a new contract total of \$335,500.00 upon approval.


For formal procurements, indicate why the need for adding more than 25% of the total contract cost:

In the original RFP solicitation of this contract, RTS was chosen for their project approach and management plan, rather than their cost proposal. This agreement has been active for a year, and we would like to utilize their knowledge of the County's existing radio system in an upcoming project to replace it. The additional funds would allow them to be our third-party technical representative, (a) to oversee the work of vendors and contractors engaged by the County for supply, installation, and training for the new system, (b) review and provide deliverables developed by other consultants, (c) manage and coordinate communications among project stakeholders, (d) attend and facilitate update meetings with the BOC, and (e) oversee work of County staff on determining root causes of potential issues with the radio system throughout the project.

Submitted by:

  
Chalyce MacDonald

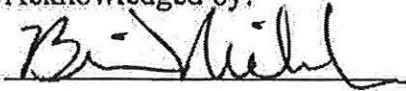
Public Works Department

DocuSigned by:  
  
C5B2E31D6257E444

Camber Schlag


Contracts & Procurement

Acknowledged by:



Brian Nicholas

Department Head

DocuSigned by:  
  
8D183612488E4E6

Jan Fritz

CAO



**Marion County**  
OREGON

**AMENDMENT 2 to the  
CONTRACT FOR SERVICES**

between

**MARION COUNTY and RADIO TECHNOLOGY SERVICES**

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated October 18, 2021 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Radio Technology Services, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**1. CONSIDERATION.**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$335,500.00 [~~\$190,500.00~~].

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.**

- B. PROJECT PHASING.** The following tasks, signified by task numbers 201 and above, are for Phase 2 of the Project.
- C. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

**Task 201. Project Management** – For the MCPW UHF radio system replacement, Contractor shall assist County with the management and oversight of Project delivery, development and implementation, and oversee and coordinate Project work performed by vendors, County staff and other consultants engaged by County for the purposes of Project delivery. Contractor shall serve as County's 3<sup>rd</sup> party technical representative for the Project, shall oversee the work of vendors and contractors engaged by County for supply, installation, and training for the UHF radio system, and shall review and provide comment for all deliverables developed by other consultants engaged by County. Contractor may be required to manage and coordinate communications among project stakeholders, facilitate technical problem-solving and decision-making with internal and external stakeholders, contribute to weekly progress meetings, and monitor Project scope, schedule, and budget. Contractor shall develop and maintain a Project Workbook identifying key Project delivery elements, documenting project data and stakeholder decisions associated with each Project delivery element, and tracking schedule, timeline or completion deadline for each Project delivery element.

Deliverables: 201.1 Project Workbook – 1 copy in Microsoft Excel (.xlsx) format

**Task 202. Meetings / Presentations** – Contractor shall conduct weekly Project development meetings involving County staff, vendors and other contractors engaged by County for the purposes of coordinating the work. Contractor may attend and facilitate regularly scheduled update meeting with the Marion County Board of Commissioners, update board members on Project status and solicit regular input with the goal of ensuring continued board support for the Project.

Deliverables: 202.1 Meeting Materials – as necessary

Task 203. Oversight of Existing Radio Systems - The existing radio system experiences periodic faults and disruption in service due to a variety of issues. If such an issue occurs during the course of the Project, Contractor may oversee the work of County staff investigating and determining the root cause of the issue.

2. **COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, Section 2.A and for authorized reimbursement to Contractor under Exhibit A, Section 2.C is \$335,500.00 [\$190,500.00].

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES:**

**BOARD OF COMMISSIONERS**

*D. B. [Signature]* 10/26/2022  
Chair Date

*[Signature]* 10/26/2022  
Commissioner Date

*[Signature]* 10/26/2022  
Commissioner Date

Authorized Signature: DocuSigned by: Brian Nicholas 10/7/2022  
97938A7ACD8D443 Date  
Department Director or designee

Authorized Signature: DocuSigned by: Jan Fritz 10/7/2022  
DC18351248D64EC Date  
Chief Administrative Officer

Reviewed by Signature: DocuSigned by: Jane E. Vetto 10/7/2022  
DDCEC5B0489E483 Date  
Marion County Legal Counsel

Reviewed by Signature: DocuSigned by: Camber Schlag 10/6/2022  
6502F30F267F441 Date  
Marion County Contracts & Procurement

**RADIO TECHNOLOGY SERVICES SIGNATURE:**

Authorized Signature: DocuSigned by: Patrick Hoover 10/28/2022  
9C27A59EAD0B494 Date

Title: Owner



**Marion County**  
OREGON

**AMENDMENT 1 to the  
CONTRACT FOR SERVICES  
between  
MARION COUNTY and RADIO TECHNOLOGY SERVICES**

This Amendment No. 001 to the Contract for Services (as amended from time to time, the "Contract"), dated October 18, 2021 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Radio Technology Services, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**GENERAL:**

1. Replace all instances of [Mocrosoft] with Microsoft.
2. Replace all instances of [activites] with activities.
3. Replace all instances of [consistant] with consistent.
4. Replace all instances of [comstructured] with constructed.
5. Replace all instances of [Defence] with Defense.
6. Replace all instances of [solicite] with solicit.
7. Replace all instances of [purcurement] with procurement.
8. Replace all instances of [suppor] with support.
9. Replace all instances of [Excuted] with Executed.
10. Replace all instances of [Contactor] with Contractor.

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.**

**C. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

**Task 1. Project Management** – Contractor shall assist County with the management and oversight of [manage and oversee] Project delivery, development and implementation, and oversee and coordinate Project work performed by vendors, County staff and other consultants engaged by County for the purposes of Project delivery. Contractor shall serve as County's 3<sup>rd</sup> party technical representative for the Project, shall contribute to Technical Advisory Committee (TAC) discussions and deliberations, and shall review and provide comment for all deliverables developed by other consultants engaged by County. Contractor may be required to [shall] manage and coordinate communications among project stakeholders, facilitate technical problem-solving and decision-making with internal and external stakeholders, contribute to [conduct] weekly progress meetings, and monitor [manage] Project scope, schedule, and budget. Contractor shall develop and maintain a Project Workbook identifying key Project delivery elements, documenting project data and stakeholder decisions associated with each Project delivery element, and tracking [establishing a suitable] schedule, timeline or completion deadline for each Project delivery element.

Deliverables: 1.1 Project Workbook – 1 copy in Microsoft Excel (.xlsx) format

**Task 3. Stakeholder Engagement** – Contractor shall assist County in executing an effective stakeholder engagement program. Contractor shall [lead or] assist County staff in leading the following stakeholder engagement activities at the direction of the Public Works Director:

**Task 3.1. User Survey** – Consultant may [shall] develop and administer a web-based User Survey to collect key stakeholder input necessary to identify and specify essential radio system features and

capabilities, strategies for delivering and maintaining subscriber units and other network services, among other data needs, to supplement data collection by other consultants.

**Deliverables:** 3.1 User Survey – results to be summarized in the Project Workbook

**Task 3.2. Face-to-Face Stakeholder Meetings** – Consultant may [shall] meet in person or by video conference with each prospective user agency to establish lines of communication between Contractor and user agencies with the goals of developing first-hand understanding of user agency needs and rebuilding trust between the Project and Project stakeholders. Contractor shall document significant findings in the Project Workbook.

**Task 3.3. Technical Advisory Committee (TAC)** – County has established a TAC consisting of METCOM 911 member agencies, the Marion County Sheriff, Marion County Public Works Department and Marion County Information Technology Department. Contractor will play an integral role in the TAC process. The purpose of the TAC is to provide a means for user agencies to provide meaningful input on a consistent, regular basis to help inform and guide Project development, so user agencies are committed to opting into the new radio service when it's constructed. Contractor shall attend monthly [quarterly] TAC meetings, provide monthly [quarterly] updates to the TAC regarding Project status and solicit TAC input on key issues. Contractor shall monitor and oversee the stakeholder engagement work of other consultants engaged by County for conformance with Project and stakeholder needs [Contractor shall prepare an agenda prior to each TAC meeting outlining the specific data needs and decision goals that need to be achieved at the next TAC meeting, including a status report of decisions made at prior TAC meetings].

**Deliverables:** 3.3.1 Quarterly TAC Agenda –Word Document (.docx) format

**Task 3.4. State Cooperators Meeting** – Contractor shall attend monthly cooperator meetings held by the Oregon State Communications Readiness Officer and act as a technical representative for Marion County.

**Task 3.5. METCOM & Marion County Fire Defense Board Monthly Meetings** – Contractor shall attend monthly meetings of the METCOM Board of Directors and Marion County Fire Defense Board, update stakeholders on Project status and serve as a technical representative for Marion County.

**Task 3.6. Quarterly Marion County Board of Commissioners Briefings** – Contractor may [shall] attend and facilitate regularly scheduled update meetings with [quarterly update to] the Marion County Board of Commissioners, update board members on Project status and solicit regular input with the goal of ensuring continued board support for the project.

**Task 4. Alternatives Validation** – County has completed a preliminary evaluation of county radio needs using a radio engineering consultant. The engineering consultant has recommended the county construct a hybrid 700-800 MHz / VHF digital, P25-capable radio network and digital IP backhaul based on county terrain and the availability of radio frequencies. The radio engineering consultant has been tasked with vetting the recommended system with Project stakeholders to ensure the system is affordable within the County's Project budget and will satisfy stakeholder needs for the anticipated service life of the system. Contractor shall serve as County's 3<sup>rd</sup> party technical representative during Alternatives Validation and provide technical input and system recommendations with the goal of providing an overall system that best meets Project objectives in a cost-effective manner. [This concept has not been vetted with Project stakeholders and the cost implications and feasibility have not been adequately assessed. County is still awaiting the engineering consultant's written recommendations.

Prior to embarking on the development of the recommended radio system, Contractor shall perform an independent assessment of the recommended system configuration and lead County staff, the TAC and the board of commissioners through stakeholder assessments of the same system, including consideration of feasible alternatives that Consultant believes to be worth considering. The stakeholder engagement elements of this Task will be conducted under Task 3.] This Task will be used to build consensus among Project stakeholders regarding the preferred system configuration to promote stakeholder confidence and buy-in. Contractor shall document the

final selected system configuration in the Project Workbook and develop a “Brag Sheet” describing the selected system configuration in detail, including essential features, optional features, prospective system costs, anticipated buy-in costs for user agencies and any other details deemed important to Project stakeholders that can be validated during this Task.

**Deliverables:** 4.1 “Brag Sheet” – Word Document (.docx) format

**Task 5. System Design and Analysis (RESERVED)** – Contractor shall manage and oversee the analysis and design of the new radio network, digital IP backhaul system and site improvements, including coverage analyses, utilizing vendor design resources engaged by Contractor and/or engineering consultants engaged by County. Contractor shall act as County’s technical expert to inform County-made decisions during design, outline available transition strategies, facilitate County work sessions and develop the procurement specification(s) for the communication systems and site improvements. The end result of this Task will a number of coordinated bid packages that will be competitively bid by County for each of the primary project components. Contract shall prepare a Transition Plan that outlines the detailed strategy for constructing the new radio system while maintaining the operation of the existing radio system, then transitioning operation to the new system without a gap in radio service. Contractor will assist County staff in developing a Financial Plan and s Staffing Plan covering the procurement, operation and long-term maintenance of the radio system. The components that are expected to result in a bid package include, but may not be limited to:

- Site Improvements
- Structural Tower Improvements
- Radio Network
- Microwave Backhaul System
- Electrical / Backup Power System(s)
- Mobile and Portable Subscriber Units

Additional Project elements that are not expected to result in bid packages include, but may not be limited to:

- FCC Licensing
- Procurement Plan
- Transition Plan

**Deliverables:** 5.1 Procurement Specification – Site Improvements - Microsoft Word (.docx) format  
 5.2 Procurement Specification – Tower Improvements – Microsoft Word (.docx) format  
 5.3 Procurement Specification – Radio Network – Microsoft Word (.docx) format  
 5.4 Procurement Specification – IP Backhaul Network – Microsoft Word (.docx) format  
 5.5 Procurement Specification – Radios – Microsoft Word (.docx) format  
 5.6 Transition Plan – Microsoft Word (.docx) format  
 5.7 FCC Licenses – Filed in FCC Online Database

**Task 6. Site Lease Agreements (RESERVED)** – County owns a small number of radio sites housing both County-owned and third-party owned communications equipment. County also leases space at several sites owned by other entities. Additionally, construction of the new radio system may require County to either procure new sites for development or lease space at developed radio sites that are new to County. Few of these sites have formal lease agreements. Contractor shall lead the effort to identify the slate of needed lease agreements to support the new radio system and develop a lease template for use at County-owned sites. Contractor shall assist County staff with the development, execution and tracking of the necessary lease agreements.

**Deliverables:** 6.1 Lease Needs List for All Sites – Mocosoft Word (.docx) format  
 6.2 Lease Template – Mocosoft Word (.docx) format  
 6.3 Excuted Lease Documents – PDF and hardcopies

**Task 7. Governance, Financial and Staffing Plans (RESERVED)** – Contactor shall lead the effort with support from County staff to generate Financial, Governance and Staffing Plans for the new radio system operation. The Governance Plan will describe how the new radio system will be structured, managed, administered and maintained by County with input from user agencies, and the agreement structure by which user agencies will access County radio services. The Financial Plan will provide a comprehensive breakdown of all estimated costs and revenues needed to construct and operate the radio system, including initial site development, radio system procurement, IP backhaul procurement and radio purchase costs, operating and maintenance costs, initial capitalization requirements, user fees and other prospective revenues, and reserve capital needed for future system upgrades, among other costs and revenues. The Staffing Plan will provide Contractor’s recommended staffing count, organization and technical capabilities that would be needed for the Public Works Communications Section to operate and maintain the radio network and subscriber units. Contractor shall present draft versions of these plans to Project stakeholders (Task 3) to solicit their input and buy-in.


- Deliverables:**
- 7.1 [Lease Needs List for All Sites] Assigned Elements of the Governance Plan – Microsoft Word (.docx) format
  - 7.2 [Lease Template] Assigned Elements of the Financial Plan – Microsoft Word (.docx) format
  - 7.3 [Executed Lease Documents] Assigned Elements of the Staffing Plan – Microsoft Word (.docx) format

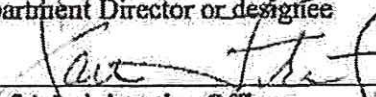
**Task 8. Risk Assessment(s) (RESERVED)** – Contractor shall perform and oversee risks assessments to provide sufficient information to identify and mitigate Project risks associated with current and future conditions. The risk assessment may use a combination of risk avoidance, transfer, mitigation and acceptance measures, based on input from County staff and Project stakeholders. The results of the risk assessment shall be documented in the Project Workbook.

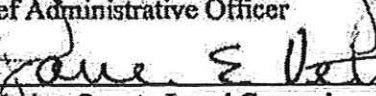
**Task 13. Oversight of Existing Radio Systems** - The existing radio system experiences periodic faults and disruption in service due to a variety of issues. If such an issue occurs during the course of the Project, Contractor may oversee the work of County staff investigating and determining the root cause of the issue.

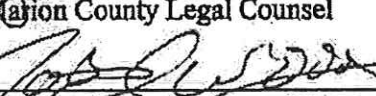
Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES:**

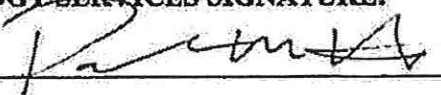
Authorized Signature:  2/3/2022  
 Department Director or designee Date

Authorized Signature:  2/7/2022  
 Chief Administrative Officer Date

Reviewed by Signature:  2/7/22  
 Marion County Legal Counsel Date

Reviewed by Signature:  2-7-22  
 Marion County Contracts & Procurement Date

**RADIO TECHNOLOGY SERVICES SIGNATURE:**

Authorized Signature:  2/10/22  
 Date

Title: Owner



**MARION COUNTY  
CONTRACT FOR SERVICES**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Radio Technology Services, an Oregon company, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

**1. TERM.** This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on June 30, 2023. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2026.

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$190,500.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

**3. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. 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. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of 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 the 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 State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The 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 a replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

D. Subject to the provision of Section 13 below, Contractor accepts any and all liability for any adverse effects originating from any Change in Law.

**4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.** Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**5. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

**6. FORCE MAJEURE.** Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION.**

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

**8. RECOVERY OF FUNDS.**

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

**9. ACCESS TO RECORDS.**

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum

of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

**10. REPORTING REQUIREMENTS.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

**11. CONFIDENTIALITY OF RECORDS.**

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

**12. INDEMNIFICATION AND INSURANCE.**

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**13. EARLY TERMINATION.** This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**14. PAYMENT ON EARLY TERMINATION.** Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

**15. INDEPENDENT CONTRACTOR.**

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**16. GOVERNING LAW AND VENUE.** This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

**17. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

**18. NO THIRD PARTY BENEFICIARIES.**

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE.** This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. **WAIVER.** The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. **REMEDIES.** In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. **INSURANCE.**

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County**  **Not required by County.**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY. - RESERVED**

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County**  **Not required by County.**
- Bodily Injury/Death:**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants

- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. Automobile Liability Insurance. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County  Not required by County.

**Bodily Injury/Death:**

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. 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, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:  
 Radio Technology Services  
 Attn: Patrick Hoover  
 1310 N. Manzanita  
 Canby, OR 97013  
 PHoover@rtspnw.com

To County:  
 Procurement & Contracts Manager  
 555 Court Street NE, Suite 5232  
 P.O. Box 14500  
 Salem, Oregon 97309  
 Fax No. 503-588-5237

**25. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY.** If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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.

**27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. 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;

iii. 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

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any deliverables delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**28. CERTIFICATIONS AND SIGNATURE.** THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

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**SIGNATURE PAGE**

**MARION COUNTY SIGNATURES:**

**BOARD OF COMMISSIONERS**

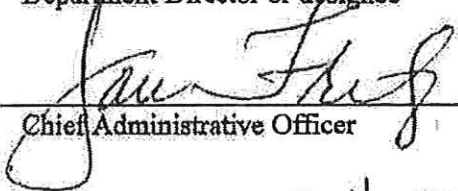
Not Present At Meeting


Chair	Date
	10/6/2021

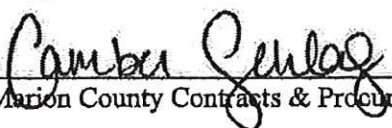
Commissioner	Date
	10/6/2021

Commissioner	Date
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Authorized Signature: 	Date
Department Director or designee	9/23/2021

Authorized Signature: 	Date
Chief Administrative Officer	9/23/21

Reviewed by Signature: 	Date
Marion County Legal Counsel	9/28/21

Reviewed by Signature: 	Date
Marion County Contracts & Procurement	9/24/2021

**RADIO TECHNOLOGY SERVICES SIGNATURE**

Authorized Signature: 	Date
	10/18/21

Title: Owner



## EXHIBIT A STATEMENT OF WORK

**1. STATEMENT OF SERVICES.** Contractor shall perform Services as described below.

- A. GENERAL INFORMATION.** The Marion County Sheriff currently operates an end-of-life QS2 VHF 2-channel simulcast radio system. The QS2 platform is no longer supported by Tait Communications, the hardware manufacturer, and it is now impossible to obtain new QS2 components to maintain the radio system. Additionally, the existing system does not provide adequate radio coverage across the county and lacks critical features found in modern public safety radio systems. This project will replace the existing radio system with a new P25-capable radio network with the intention of providing public safety radio coverage to city police departments, rural fire departments and other rural first-responder agencies throughout Marion County. Contractor shall serve as County's Project Manager in delivery of the Project.

It is assumed the proposed radio system will initially operate as a service branch within the Marion County Public Works department and that the radio service shall be sold to user agencies under intergovernmental agreements between County and each user agency. Governance may transition to a ORS-defined

- B. PROJECT PHASING.** County's radio infrastructure consists of multiple radio systems and this project is divided into multiple phases:

- Phase 1 – MCSO VHF Radio Channels 1 and 3**
- Phase 2 – MCPW UHF Radio System**

This Statement of Work addresses Phase 1 of the Project. Each subsequent phase is optional, at County's discretion, and may be added via amendment(s) to this Contract. Some Phase 2 activities may occur concurrent with Phase 1 activities.

**C. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

**Task 1. Project Management** – Contractor shall manage and oversee Project delivery, development and implementation, and oversee and coordinate Project work performed by vendors, County staff and other consultants engaged by County for the purposes of Project delivery. Contractor shall manage and coordinate communications among project stakeholders, facilitate technical problem-solving and decision-making with internal and external stakeholders, conduct weekly progress meetings, and manage Project scope, schedule, and budget. Contractor shall develop and maintain a Project Workbook identifying key Project delivery elements, documenting project data and stakeholder decisions associated with each Project delivery element, and establishing a suitable schedule, timeline or completion deadline for each Project delivery element.

**Deliverables:** 1.1 Project Workbook – 1 copy in Microsoft Excel (.xlsx) format

**Task 2. Contract Administration** – This task includes all Contractor labor associated with administration of this Contract, including administrative communications, preparation and submittal of monthly invoices, preparation and submittal of reports and other record communications, scheduling and coordination of meetings, and review and evaluation of contract changes.

**Deliverables:** 2.1 Monthly Invoices – 1 copy in PDF format or hardcopy

**Task 3. Stakeholder Engagement** – Contractor shall assist County in executing an effective stakeholder engagement program. Contractor shall lead or assist County staff in leading the following stakeholder engagement activities:

**Task 3.1. User Survey** – Consultant shall develop and administer a web-based User Survey to collect key stakeholder input necessary to identify and specify essential radio system features and capabilities, strategies for delivering and maintaining subscriber units and other network services, among other data needs.

**Deliverables:** 3.1 User Survey – results to be summarized in the Project Workbook

**Task 3.2. Face-to-Face Stakeholder Meetings** – Consultant shall meet in person or by video conference with each prospective user agency to establish lines of communication between Contractor and user agencies with the goals of developing first-hand understanding of user agency needs and rebuilding trust between the Project and Project stakeholders. Contractor shall document significant findings in the Project Workbook.

**Task 3.3. Technical Advisory Committee (TAC)** – County has established a TAC consisting of METCOM 911 member agencies, the Marion County Sheriff, Marion County Public Works Department and Marion County Information Technology Department. Contractor will play an integral role in the TAC process. The purpose of the TAC is to provide a means for user agencies to provide meaningful input on a consistent, regular basis to help inform and guide Project development, so user agencies are committed to opting into the new radio service when it's constructed. Contractor shall attend quarterly TAC meetings, provide quarterly updates to the TAC regarding Project status and solicit TAC input on key issues. Contractor shall prepare an agenda prior to each TAC meeting outlining the specific data needs and decision goals that need to be achieved at the next TAC meeting, including a status report of decisions made at prior TAC meetings.

**Deliverables:** 3.3.1 Quarterly TAC Agenda –Word Document (.docx) format

**Task 3.4. State Cooperators Meeting** – Contractor shall attend monthly cooperator meetings held by the Oregon State Communications Readiness Officer and act as a technical representative for Marion County.

**Task 3.5. METCOM & Marion County Fire Defense Board Monthly Meetings** – Contractor shall attend monthly meetings of the METCOM Board of Directors and Marion County Fire Defence Board, update stakeholders on Project status and serve as a technical representative for Marion County.

**Task 3.6. Quarterly Marion County Board of Commissioners Briefings** – Contractor shall attend and facilitate quarterly updated to the Marion County Board of Commissioners, update board members on Project status and solicit regular input with the goal of ensuring continued board support for the project.

**Task 4. Alternatives Validation** – County has completed a preliminary evaluation of county radio needs using a radio engineering consultant. The engineering consultant has recommended the county construct a hybrid 700-800 MHz / VHF digital, P25-capable radio network and digital IP backhaul based on county terrain and the availability of radio frequencies. This concept has not been vetted with Project stakeholders and the cost implications and feasibility have not been adequately assessed. County is still awaiting the engineering consultant's written recommendations.

Prior to embarking on the development of the recommended radio system, Contractor shall perform an independent assessment of the recommended system configuration and lead County staff, the TAC and the board of commissioners through stakeholder assessments of the same system, including consideration of feasible alternatives that Consultant believes to be worth considering. The stakeholder engagement elements of this Task will be conducted under Task 3. This Task will be used to build consensus among Project stakeholders regarding the preferred system configuration to promote stakeholder confidence and buy-in. Contractor shall document the final selected system configuration in the Project Workbook and develop a “Brag Sheet” describing the selected system configuration in detail, including essential features, optional features, prospective system costs, anticipated buy-in costs for user agencies and any other details deemed important to Project stakeholders that can be validated during this Task.

**Deliverables:** 4.1 “Brag Sheet” – Word Document (.docx) format

**Task 5. System Design and Analysis** – Contractor shall manage and oversee the analysis and design of the new radio network, digital IP backhaul system and site improvements, including coverage analyses, utilizing vendor design resources engaged by Contractor and/or engineering consultants engaged by County. Contractor shall act as County’s technical expert to inform County-made decisions during design, outline available transition strategies, facilitate County work sessions and develop the procurement specification(s) for the communication systems and site improvements. The end result of this Task will a number of coordinated bid packages that will be competitively bid by County for each of the primary project components. Contractor shall prepare a Transition Plan that outlines the detailed strategy for constructing the new radio system while maintaining the operation of the existing radio system, then transitioning operation to the new system without a gap in radio service. Contractor will assist County staff in developing a Financial Plan and a Staffing Plan covering the procurement, operation and long-term maintenance of the radio system. The components that are expected to result in a bid package include, but may not be limited to:

- Site Improvements
- Structural Tower Improvements
- Radio Network
- Microwave Backhaul System
- Electrical / Backup Power System(s)
- Mobile and Portable Subscriber Units

Additional Project elements that are not expected to result in bid packages include, but may not be limited to:

- FCC Licensing
- Procurement Plan
- Transition Plan

**Deliverables:** 5.1 Procurement Specification – Site Improvements  
 5.2 Procurement Specification – Tower Improvements  
 5.3 Procurement Specification – Radio Network  
 5.4 Procurement Specification – IP Backhaul Network  
 5.5 Procurement Specification – Radios  
 5.6 Transition Plan  
 – all in Microsoft Word (.docx) format  
 5.7 FCC Licenses – Filed in FCC Online Database

**Task 6. Site Lease Agreements** – County owns a small number of radio sites housing both County-owned and third-party owned communications equipment. County also leases space at several sites owned by other entities. Additionally, construction of the new radio system may require County to either procure new sites for development or lease space at developed radio sites that are new to County. Few of these sites have formal lease agreements. Contractor shall lead the effort to identify the slate of needed lease agreements to support the new radio system and develop a lease template for use at County-owned sites. Contractor shall assist County staff with the development, execution and tracking of the necessary lease agreements.

**Deliverables:** 6.1 Lease Needs List for All Sites – Microsoft Word (.docx) format  
6.2 Lease Template – Microsoft Word (.docx) format  
6.3 Executed Lease Documents – PDF and hardcopies

**Task 7. Governance, Financial and Staffing Plans** – Contractor shall lead the effort with support from County staff to generate Financial, Governance and Staffing Plans for the new radio system operation. The Governance Plan will describe how the new radio system will be structured, managed, administered and maintained by County with input from user agencies, and the agreement structure by which user agencies will access County radio services. The Financial Plan will provide a comprehensive breakdown of all estimated costs and revenues needed to construct and operate the radio system, including initial site development, radio system procurement, IP backhaul procurement and radio purchase costs, operating and maintenance costs, initial capitalization requirements, user fees and other prospective revenues, and reserve capital needed for future system upgrades, among other costs and revenues. The Staffing Plan will provide Contractor's recommended staffing count, organization and technical capabilities that would be needed for the Public Works Communications Section to operate and maintain the radio network and subscriber units. Contractor shall present draft versions of these plans to Project stakeholders (Task 3) to solicit their input and buy-in.

**Deliverables:** 7.1 Lease Needs List for All Sites – Microsoft Word (.docx) format  
7.2 Lease Template – Microsoft Word (.docx) format  
7.3 Executed Lease Documents – PDF and hardcopies

**Task 8. Risk Assessment(s)** – Contractor shall perform and oversee risks assessments to provide sufficient information to identify and mitigate Project risks associated with current and future conditions. The risk assessment may use a combination of risk avoidance, transfer, mitigation and acceptance measures, based on input from County staff and Project stakeholders. The results of the risk assessment shall be documented in the Project Workbook.

**Task 9. Radio Procurement (RESERVED)** – Contractor's role and corresponding fee during the procurement phase of the project will be defined and added by amendment prior to the start of radio procurement activities.

**Task 10. Radio Integration (RESERVED)** – Contractor's role and corresponding fee during the radio integration phase of the project will be defined and added by amendment prior to the start of radio integration activities.

**Task 11. Commissioning and Startup (RESERVED)** – Contractor's role and corresponding fee during the commissioning and startup phase of the project will be defined and added by amendment prior to the start of commissioning and startup activities.

**Task 12. Training and O&M Library (RESERVED)** – Contractor's role and corresponding fee during the training phase of the project will be defined and added by amendment prior to the start of training activities.

**Task 13. Radio System Trouble Shooting, Repair and Training** – The existing radio system experiences periodic faults and disruption in service due to a variety of issues. If such an issue occurs during the course of the Project, Contractor may assist County staff in investigating and determining the root cause of the issue and may be asked to recommend corrective action County may undertake to resolve the issue, either permanently or temporarily. Contractor may also provide training to County staff in the maintenance and operation of the existing radio system, where such a need is identified through the execution of this task, to reduce the likely of system faults and disruptions, or maintenance and operation of any system repairs, equipment replacement or other changes implemented under this task.

- D. **SPECIAL REQUIREMENTS.** During the term of this contract, any changes to existing radio system equipment and equipment settings, replacement or substitution of existing equipment or changes to equipment maintenance procedures and/or schedules shall be reviewed and approved by Contractor prior to implementation to ensure Contractor has an accurate and up-to-date knowledge and understanding of existing radio operations and functionality.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

- i. **KEY PERSONS.** Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Patrick Hoover – Project Manager

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. **COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$190,500.00.

A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor up to \$165 per hour for Project Manager services and up to \$75 for Administrative services, up to but not in excess of \$185,500.00 for completing all Services required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods

C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for mileage expenses on a per-mile basis at the rate of \$0.56/mile for mileage that is essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract. No other expenses shall be reimbursed under this Contract. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$5,000.00.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Public Works Department  
Attn: Jason Sykes  
5155 Silverton Road NE, Building 2  
Salem, OR 97305**



# Contract Review Sheet

Contract #: PW-4355-21

Person Sending: Tim Beaver

Department: Public Works

Contact Phone #: 503-365-3100

Date Sent: Thursday, September 23, 2021

Contract  Amendment# 1  Lease  IGA  MOU  Grant (attach approved grant award transmittal form)

Title: Radio Communications Project Management Consultant

Contractor's Name: Radio Technology Services

Term - Date From: October 18, 2021

Expires: June 30, 2023

Contract Total: \$190,500.00

Amendment Amount: \$0.00

New Contract Total: \$190,500.00

Source Selection Method: RFP (attach transmittal)

# PW930-21

### Additional Considerations (check all that apply)

Board Order# \_\_\_\_\_

Feasibility Determination (attach approved form)

Incoming Funds

Federal Funds (attach sub-recipient / contractor analysis)

Independent Contractor (LECS) approval date: \_\_\_\_\_

Reinstatement (attach written justification)

Insurance Waiver (attach)

Retroactive (attach written justification)

CIP# 22-309 (required for all goods /software greater than \$5,000)

### Description of Services or Grant Award:

**Project Management consulting services for the 2 Radio Communications system capital improvement projects.**

**Amendment 1 make some spelling corrections and corrects the deliverable for Task 7 and the description of Task 13.**

### FOR FINANCE USE

Date Finance Received: \_\_\_\_\_

BOC Planning Date: \_\_\_\_\_

Date Legal Received: \_\_\_\_\_

Comments: \_\_\_\_\_

### REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date \_\_\_\_\_  To be filed  Added to Finance Table

Date \_\_\_\_\_ Returned to department for signature







**AMENDMENT 1 to the  
CONTRACT FOR SERVICES  
between  
MARION COUNTY and RADIO TECHNOLOGY SERVICES**

This Amendment No. 001 to the Contract for Services (as amended from time to time, the "Contract"), dated October 18, 2021 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Radio Technology Services, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**GENERAL:**

1. Replace all instances of [Mocrosoft] with Microsoft.
2. Replace all instances of [activites] with activities.
3. Replace all instances of [consistant] with consistent.
4. Replace all instances of [comstructured] with constructed.
5. Replace all instances of [Defence] with Defense.
6. Replace all instances of [solicite] with solicit.
7. Replace all instances of [purcurement] with procurement.
8. Replace all instances of [suppor] with support.
9. Replace all instances of [Excuted] with Executed.
10. Replace all instances of [Contactor] with Contractor.

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.**

**C. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

**Task 1. Project Management** – Contractor shall assist County with the management and oversight of [manage and oversee] Project delivery, development and implementation, and oversee and coordinate Project work performed by vendors, County staff and other consultants engaged by County for the purposes of Project delivery. Contractor shall serve as County's 3<sup>rd</sup> party technical representative for the Project, shall contribute to Technical Advisory Committee (TAC) discussions and deliberations, and shall review and provide comment for all deliverables developed by other consultants engaged by County. Contractor may be required to [shall] manage and coordinate communications among project stakeholders, facilitate technical problem-solving and decision-making with internal and external stakeholders, contribute to [conduct] weekly progress meetings, and monitor [manage] Project scope, schedule, and budget. Contractor shall develop and maintain a Project Workbook identifying key Project delivery elements, documenting project data and stakeholder decisions associated with each Project delivery element, and tracking [establishing a suitable] schedule, timeline or completion deadline for each Project delivery element.

Deliverables: 1.1 Project Workbook – 1 copy in Microsoft Excel (.xlsx) format

**Task 3. Stakeholder Engagement** – Contractor shall assist County in executing an effective stakeholder engagement program. Contractor shall [lead or] assist County staff in leading the following stakeholder engagement activities at the direction of the Public Works Director:

**Task 3.1. User Survey** – Consultant may [shall] develop and administer a web-based User Survey to collect key stakeholder input necessary to identify and specify essential radio system features and

capabilities, strategies for delivering and maintaining subscriber units and other network services, among other data needs, to supplement data collection by other consultants.

**Deliverables:** 3.1 User Survey – results to be summarized in the Project Workbook

**Task 3.2. Face-to-Face Stakeholder Meetings** – Consultant may [shall] meet in person or by video conference with each prospective user agency to establish lines of communication between Contractor and user agencies with the goals of developing first-hand understanding of user agency needs and rebuilding trust between the Project and Project stakeholders. Contractor shall document significant findings in the Project Workbook.

**Task 3.3. Technical Advisory Committee (TAC)** – County has established a TAC consisting of METCOM 911 member agencies, the Marion County Sheriff, Marion County Public Works Department and Marion County Information Technology Department. Contractor will play an integral role in the TAC process. The purpose of the TAC is to provide a means for user agencies to provide meaningful input on a consistent, regular basis to help inform and guide Project development, so user agencies are committed to opting into the new radio service when it's constructed. Contractor shall attend monthly [quarterly] TAC meetings, provide monthly [quarterly] updates to the TAC regarding Project status and solicit TAC input on key issues. Contractor shall monitor and oversee the stakeholder engagement work of other consultants engaged by County for conformance with Project and stakeholder needs [Contractor shall prepare an agenda prior to each TAC meeting outlining the specific data needs and decision goals that need to be achieved at the next TAC meeting, including a status report of decisions made at prior TAC meetings].

**Deliverables:** 3.3.1 Quarterly TAC Agenda –Word Document (.docx) format

**Task 3.4. State Cooperators Meeting** – Contractor shall attend monthly cooperator meetings held by the Oregon State Communications Readiness Officer and act as a technical representative for Marion County.

**Task 3.5. METCOM & Marion County Fire Defense Board Monthly Meetings** – Contractor shall attend monthly meetings of the METCOM Board of Directors and Marion County Fire Defense Board, update stakeholders on Project status and serve as a technical representative for Marion County.

**Task 3.6. Quarterly Marion County Board of Commissioners Briefings** – Contractor may [shall] attend and facilitate regularly scheduled update meetings with [quarterly update to] the Marion County Board of Commissioners, update board members on Project status and solicit regular input with the goal of ensuring continued board support for the project.

**Task 4. Alternatives Validation** – County has completed a preliminary evaluation of county radio needs using a radio engineering consultant. The engineering consultant has recommended the county construct a hybrid 700-800 MHz / VHF digital, P25-capable radio network and digital IP backhaul based on county terrain and the availability of radio frequencies. The radio engineering consultant has been tasked with vetting the recommended system with Project stakeholders to ensure the system is affordable within the County's Project budget and will satisfy stakeholder needs for the anticipated service life of the system. Contractor shall serve as County's 3<sup>rd</sup> party technical representative during Alternatives Validation and provide technical input and system recommendations with the goal of providing an overall system that best meets Project objectives in a cost-effective manner. [This concept has not been vetted with Project stakeholders and the cost implications and feasibility have not been adequately assessed. County is still awaiting the engineering consultant's written recommendations.

Prior to embarking on the development of the recommended radio system, Contractor shall perform an independent assessment of the recommended system configuration and lead County staff, the TAC and the board of commissioners through stakeholder assessments of the same system, including consideration of feasible alternatives that Consultant believes to be worth considering. The stakeholder engagement elements of this Task will be conducted under Task 3.] This Task will be used to build consensus among Project stakeholders regarding the preferred system configuration to promote stakeholder confidence and buy-in. Contractor shall document the

final selected system configuration in the Project Workbook and develop a “Brag Sheet” describing the selected system configuration in detail, including essential features, optional features, prospective system costs, anticipated buy-in costs for user agencies and any other details deemed important to Project stakeholders that can be validated during this Task.

**Deliverables:** 4.1 “Brag Sheet” – Word Document (.docx) format

**Task 5. System Design and Analysis (RESERVED)** – Contractor shall manage and oversee the analysis and design of the new radio network, digital IP backhaul system and site improvements, including coverage analyses, utilizing vendor design resources engaged by Contractor and/or engineering consultants engaged by County. Contractor shall act as County’s technical expert to inform County-made decisions during design, outline available transition strategies, facilitate County work sessions and develop the procurement specification(s) for the communication systems and site improvements. The end result of this Task will a number of coordinated bid packages that will be competitively bid by County for each of the primary project components. Contract shall prepare a Transition Plan that outlines the detailed strategy for constructing the new radio system while maintaining the operation of the existing radio system, then transitioning operation to the new system without a gap in radio service. Contractor will assist County staff in developing a Financial Plan and s Staffing Plan covering the procurement, operation and long-term maintenance of the radio system. The components that are expected to result in a bid package include, but may not be limited to:

- Site Improvements
- Structural Tower Improvements
- Radio Network
- Microwave Backhaul System
- Electrical / Backup Power System(s)
- Mobile and Portable Subscriber Units

Additional Project elements that are not expected to result in bid packages include, but may not be limited to:

- FCC Licensing
- Procurement Plan
- Transition Plan

**Deliverables:** 5.1 Procurement Specification – Site Improvements - Microsoft Word (.docx) format  
5.2 Procurement Specification – Tower Improvements – Microsoft Word (.docx) format  
5.3 Procurement Specification – Radio Network – Microsoft Word (.docx) format  
5.4 Procurement Specification – IP Backhaul Network – Microsoft Word (.docx) format  
5.5 Procurement Specification – Radios – Microsoft Word (.docx) format  
5.6 Transition Plan – Microsoft Word (.docx) format  
5.7 FCC Licenses – Filed in FCC Online Database

**Task 6. Site Lease Agreements (RESERVED)** – County owns a small number of radio sites housing both County-owned and third-party owned communications equipment. County also leases space at several sites owned by other entities. Additionally, construction of the new radio system may require County to either procure new sites for development or lease space at developed radio sites that are new to County. Few of these sites have formal lease agreements. Contractor shall lead the effort to identify the slate of needed lease agreements to support the new radio system and develop a lease template for use at County-owned sites. Contractor shall assist County staff with the development, execution and tracking of the necessary lease agreements.

**Deliverables:** 6.1 Lease Needs List for All Sites – Mocosoft Word (.docx) format  
6.2 Lease Template – Mocosoft Word (.docx) format  
6.3 Excuted Lease Documents – PDF and hardcopies

**Task 7. Governance, Financial and Staffing Plans (RESERVED)** – Contactor shall lead the effort with support from County staff to generate Financial, Governance and Staffing Plans for the new radio system operation. The Governance Plan will describe how the new radio system will be structured, managed, administered and maintained by County with input from user agencies, and the agreement structure by which user agencies will access County radio services. The Financial Plan will provide a comprehensive breakdown of all estimated costs and revenues needed to construct and operate the radio system, including initial site development, radio system procurement, IP backhaul procurement and radio purchase costs, operating and maintenance costs, initial capitalization requirements, user fees and other prospective revenues, and reserve capital needed for future system upgrades, among other costs and revenues. The Staffing Plan will provide Contractor’s recommended staffing count, organization and technical capabilities that would be needed for the Public Works Communications Section to operate and maintain the radio network and subscriber units. Contactor shall present draft versions of these plans to Project stakeholders (Task 3) to solicit their input and buy-in.

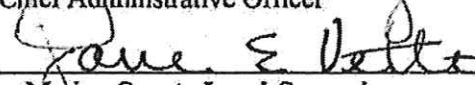
- Deliverables:**
- 7.1 [Lease Needs List for All Sites] Assigned Elements of the Governance Plan – Microsoft Word (.docx) format
  - 7.2 [Lease Template] Assigned Elements of the Financial Plan – Microsoft Word (.docx) format
  - 7.3 [Excuted Lease Documents] Assigned Elements of the Staffing Plan – Microsoft Word (.docx) format

**Task 8. Risk Assessment(s) (RESERVED)** – Contractor shall perform and oversee risks assessments to provide sufficient information to identify and mitigate Project risks associated with current and future conditions. The risk assessment may use a combination of risk avoidance, transfer, mitigation and acceptance measures, based on input from County staff and Project stakeholders. The results of the risk assessment shall be documented in the Project Workbook.

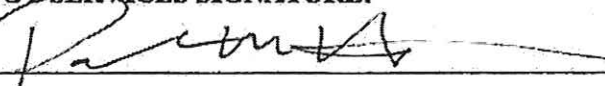
**Task 13. Oversight of Existing Radio Systems -** The existing radio system experiences periodic faults and disruption in service due to a variety of issues. If such an issue occurs during the course of the Project, Contactor may oversee the work of County staff investigating and determining the root cause of the issue.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contactor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES:**

Authorized Signature:		2/3/2022
	Department Director or designee	Date
Authorized Signature:		2/7/2022
	Chief Administrative Officer	Date
Reviewed by Signature:		2/7/22
	Marion County Legal Counsel	Date
Reviewed by Signature:		2-7-22
	Marion County Contracts & Procurement	Date

**RADIO TECHNOLOGY SERVICES SIGNATURE:**

Authorized Signature:		2/10/22
		Date
Title:	Owner	



Marion County  
OREGON

FINANCE DEPARTMENT

# Contract Review Sheet

Contract #: PW-4355-21

Person Sending: Tim Beaver

Department: Public Works

Contact Phone #: 503-365-3100

Date Sent: Thursday, September 23, 2021

Contract  Amendment#       Lease  IGA  MOU  Grant (attach approved grant award transmittal form)

Title: Radio Communications Project Management Consultant

Contractor's Name: Radio Technology Services

Term - Date From: Execution

Expires: June 30, 2023

Contract Total: \$190,500.00

Amendment Amount:                     

New Contract Total:                     

Source Selection Method: RFP (attach transmittal)

# PW930-21

### Additional Considerations (check all that apply)

Board Order#                     

Incoming Funds

Independent Contractor (LECS) approval date:                     

Insurance Waiver (attach)

CIP# 22-309 (required for all goods /software greater than \$5,000)

Feasibility Determination (attach approved form)

Federal Funds (attach sub-recipient / contractor analysis)

Reinstatement (attach written justification)

Retroactive (attach written justification)

### Description of Services or Grant Award:

**Project Management consulting services for the 2 Radio Communications system capital improvement projects.**

### FOR FINANCE USE

Date Finance Received:                     

BOC Planning Date:                     

Date Legal Received:                     

Comments:                     

### REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date                       To be filed  Added to Finance Table

Date                      Returned to department for signature



**MARION COUNTY  
CONTRACT FOR SERVICES**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Radio Technology Services, an Oregon company, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

**1. TERM.** This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on June 30, 2023. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2026.

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$190,500.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

**3. COMPLIANCE WITH STATUTES AND RULES.**

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. 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. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of 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 the 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 State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The 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 a replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

D. Subject to the provision of Section 13 below, Contractor accepts any and all liability for any adverse effects originating from any Change in Law.

**4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.** Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**5. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.

**6. FORCE MAJEURE.** Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION.**

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

**8. RECOVERY OF FUNDS.**

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

**9. ACCESS TO RECORDS.**

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum



of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

**10. REPORTING REQUIREMENTS.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

**11. CONFIDENTIALITY OF RECORDS.**

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

**12. INDEMNIFICATION AND INSURANCE.**

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

**13. EARLY TERMINATION.** This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**14. PAYMENT ON EARLY TERMINATION.** Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

**15. INDEPENDENT CONTRACTOR.**

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**16. GOVERNING LAW AND VENUE.** This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

**17. OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

**18. NO THIRD PARTY BENEFICIARIES.**

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE.** This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER.** The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES.** In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE.**

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

**Required by County**  **Not required by County.**

\$1,000,000 Per occurrence limit for any single claimant; and

\$2,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY. - RESERVED**

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

**Required by County**  **Not required by County.**

**Bodily Injury/Death:**

\$1,000,000 Per occurrence limit for any single claimant; and

\$2,000,000 Per occurrence limit for multiple claimants

- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. Automobile Liability Insurance. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County  Not required by County.

**Bodily Injury/Death:**

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**24. NOTICE.** 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, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:  
 Radio Technology Services  
 Attn: Patrick Hoover  
 1310 N. Manzanita  
 Canby, OR 97013  
 PHoover@rtspnw.com

To County:  
 Procurement & Contracts Manager  
 555 Court Street NE, Suite 5232  
 P.O. Box 14500  
 Salem, Oregon 97309  
 Fax No. 503-588-5237

**25. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY.** If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that 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.

**27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. 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;

iii. 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

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any deliverables delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**28. CERTIFICATIONS AND SIGNATURE.** THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

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**SIGNATURE PAGE**

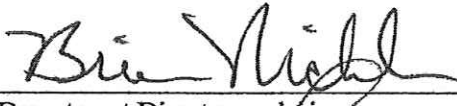
**MARION COUNTY SIGNATURES:**


**BOARD OF COMMISSIONERS**


Not Present At Meeting

Chair \_\_\_\_\_ Date \_\_\_\_\_  
 10/6/2021

Commissioner \_\_\_\_\_ Date \_\_\_\_\_  
 10/6/2021

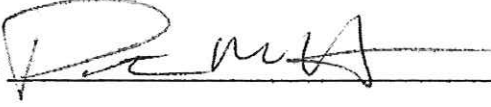
Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 9/23/2021  
Department Director or designee

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 9/23/21  
Chief Administrative Officer

Reviewed by Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 9/28/21  
Marion County Legal Counsel

Reviewed by Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 9/24/2021  
Marion County Contracts & Procurement

**RADIO TECHNOLOGY SERVICES SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 10/18/21

Title: Owner

**EXHIBIT A**  
**STATEMENT OF WORK**

**1. STATEMENT OF SERVICES.** Contractor shall perform Services as described below.

- A. GENERAL INFORMATION.** The Marion County Sheriff currently operates an end-of-life QS2 VHF 2-channel simulcast radio system. The QS2 platform is no longer supported by Tait Communications, the hardware manufacturer, and it is now impossible to obtain new QS2 components to maintain the radio system. Additionally, the existing system does not provide adequate radio coverage across the county and lacks critical features found in modern public safety radio systems. This project will replace the existing radio system with a new P25-capable radio network with the intention of providing public safety radio coverage to city police departments, rural fire departments and other rural first-responder agencies throughout Marion County. Contractor shall serve as County's Project Manager in delivery of the Project.

It is assumed the proposed radio system will initially operate as a service branch within the Marion County Public Works department and that the radio service shall be sold to user agencies under intergovernmental agreements between County and each user agency. Governance may transition to a ORS-defined

- B. PROJECT PHASING.** County's radio infrastructure consists of multiple radio systems and this project is divided into multiple phases:

- Phase 1 – MCSO VHF Radio Channels 1 and 3**
- Phase 2 – MCPW UHF Radio System**

This Statement of Work addresses Phase 1 of the Project. Each subsequent phase is optional, at County's discretion, and may be added via amendment(s) to this Contract. Some Phase 2 activities may occur concurrent with Phase 1 activities.

**C. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

**Task 1. Project Management** – Contractor shall manage and oversee Project delivery, development and implementation, and oversee and coordinate Project work performed by vendors, County staff and other consultants engaged by County for the purposes of Project delivery. Contractor shall manage and coordinate communications among project stakeholders, facilitate technical problem-solving and decision-making with internal and external stakeholders, conduct weekly progress meetings, and manage Project scope, schedule, and budget. Contractor shall develop and maintain a Project Workbook identifying key Project delivery elements, documenting project data and stakeholder decisions associated with each Project delivery element, and establishing a suitable schedule, timeline or completion deadline for each Project delivery element.

**Deliverables:** 1.1 Project Workbook – 1 copy in Microsoft Excel (.xlsx) format

**Task 2. Contract Administration** – This task includes all Contractor labor associated with administration of this Contract, including administrative communications, preparation and submittal of monthly invoices, preparation and submittal of reports and other record communications, scheduling and coordination of meetings, and review and evaluation of contract changes.

**Deliverables:** 2.1 Monthly Invoices – 1 copy in PDF format or hardcopy

**Task 3. Stakeholder Engagement** – Contractor shall assist County in executing an effective stakeholder engagement program. Contractor shall lead or assist County staff in leading the following stakeholder engagement activities:

**Task 3.1. User Survey** – Consultant shall develop and administer a web-based User Survey to collect key stakeholder input necessary to identify and specify essential radio system features and capabilities, strategies for delivering and maintaining subscriber units and other network services, among other data needs.

**Deliverables:** 3.1 User Survey – results to be summarized in the Project Workbook

**Task 3.2. Face-to-Face Stakeholder Meetings** – Consultant shall meet in person or by video conference with each prospective user agency to establish lines of communication between Contractor and user agencies with the goals of developing first-hand understanding of user agency needs and rebuilding trust between the Project and Project stakeholders. Contractor shall document significant findings in the Project Workbook.

**Task 3.3. Technical Advisory Committee (TAC)** – County has established a TAC consisting of METCOM 911 member agencies, the Marion County Sheriff, Marion County Public Works Department and Marion County Information Technology Department. Contractor will play an integral role in the TAC process. The purpose of the TAC is to provide a means for user agencies to provide meaningful input on a consistent, regular basis to help inform and guide Project development, so user agencies are committed to opting into the new radio service when it's constructed. Contractor shall attend quarterly TAC meetings, provide quarterly updates to the TAC regarding Project status and solicit TAC input on key issues. Contractor shall prepare an agenda prior to each TAC meeting outlining the specific data needs and decision goals that need to be achieved at the next TAC meeting, including a status report of decisions made at prior TAC meetings.

**Deliverables:** 3.3.1 Quarterly TAC Agenda –Word Document (.docx) format

**Task 3.4. State Cooperators Meeting** – Contractor shall attend monthly cooperator meetings held by the Oregon State Communications Readiness Officer and act as a technical representative for Marion County.

**Task 3.5. METCOM & Marion County Fire Defense Board Monthly Meetings** – Contractor shall attend monthly meetings of the METCOM Board of Directors and Marion County Fire Defence Board, update stakeholders on Project status and serve as a technical representative for Marion County.

**Task 3.6. Quarterly Marion County Board of Commissioners Briefings** – Contractor shall attend and facilitate quarterly updated to the Marion County Board of Commissioners, update board members on Project status and solicit regular input with the goal of ensuring continued board support for the project.

**Task 4. Alternatives Validation** – County has completed a preliminary evaluation of county radio needs using a radio engineering consultant. The engineering consultant has recommended the county construct a hybrid 700-800 MHz / VHF digital, P25-capable radio network and digital IP backhaul based on county terrain and the availability of radio frequencies. This concept has not been vetted with Project stakeholders and the cost implications and feasibility have not been adequately assessed. County is still awaiting the engineering consultant's written recommendations.



Prior to embarking on the development of the recommended radio system, Contractor shall perform an independent assessment of the recommended system configuration and lead County staff, the TAC and the board of commissioners through stakeholder assessments of the same system, including consideration of feasible alternatives that Consultant believes to be worth considering. The stakeholder engagement elements of this Task will be conducted under Task 3. This Task will be used to build consensus among Project stakeholders regarding the preferred system configuration to promote stakeholder confidence and buy-in. Contractor shall document the final selected system configuration in the Project Workbook and develop a “Brag Sheet” describing the selected system configuration in detail, including essential features, optional features, prospective system costs, anticipated buy-in costs for user agencies and any other details deemed important to Project stakeholders that can be validated during this Task.

**Deliverables:** 4.1 “Brag Sheet” – Word Document (.docx) format

**Task 5. System Design and Analysis** – Contractor shall manage and oversee the analysis and design of the new radio network, digital IP backhaul system and site improvements, including coverage analyses, utilizing vendor design resources engaged by Contractor and/or engineering consultants engaged by County. Contractor shall act as County’s technical expert to inform County-made decisions during design, outline available transition strategies, facilitate County work sessions and develop the procurement specification(s) for the communication systems and site improvements. The end result of this Task will a number of coordinated bid packages that will be competitively bid by County for each of the primary project components. Contractor shall prepare a Transition Plan that outlines the detailed strategy for constructing the new radio system while maintaining the operation of the existing radio system, then transitioning operation to the new system without a gap in radio service. Contractor will assist County staff in developing a Financial Plan and a Staffing Plan covering the procurement, operation and long-term maintenance of the radio system. The components that are expected to result in a bid package include, but may not be limited to:

- Site Improvements
- Structural Tower Improvements
- Radio Network
- Microwave Backhaul System
- Electrical / Backup Power System(s)
- Mobile and Portable Subscriber Units

Additional Project elements that are not expected to result in bid packages include, but may not be limited to:

- FCC Licensing
- Procurement Plan
- Transition Plan

**Deliverables:** 5.1 Procurement Specification – Site Improvements  
5.2 Procurement Specification – Tower Improvements  
5.3 Procurement Specification – Radio Network  
5.4 Procurement Specification – IP Backhaul Network  
5.5 Procurement Specification – Radios  
5.6 Transition Plan  
– all in Microsoft Word (.docx) format  
5.7 FCC Licenses – Filed in FCC Online Database

**Task 6. Site Lease Agreements** – County owns a small number of radio sites housing both County-owned and third-party owned communications equipment. County also leases space at several sites owned by other entities. Additionally, construction of the new radio system may require County to either procure new sites for development or lease space at developed radio sites that are new to County. Few of these sites have formal lease agreements. Contractor shall lead the effort to identify the slate of needed lease agreements to support the new radio system and develop a lease template for use at County-owned sites. Contractor shall assist County staff with the development, execution and tracking of the necessary lease agreements.

**Deliverables:** 6.1 Lease Needs List for All Sites – Microsoft Word (.docx) format  
6.2 Lease Template – Microsoft Word (.docx) format  
6.3 Executed Lease Documents – PDF and hardcopies

**Task 7. Governance, Financial and Staffing Plans** – Contractor shall lead the effort with support from County staff to generate Financial, Governance and Staffing Plans for the new radio system operation. The Governance Plan will describe how the new radio system will be structured, managed, administered and maintained by County with input from user agencies, and the agreement structure by which user agencies will access County radio services. The Financial Plan will provide a comprehensive breakdown of all estimated costs and revenues needed to construct and operate the radio system, including initial site development, radio system procurement, IP backhaul procurement and radio purchase costs, operating and maintenance costs, initial capitalization requirements, user fees and other prospective revenues, and reserve capital needed for future system upgrades, among other costs and revenues. The Staffing Plan will provide Contractor's recommended staffing count, organization and technical capabilities that would be needed for the Public Works Communications Section to operate and maintain the radio network and subscriber units. Contractor shall present draft versions of these plans to Project stakeholders (Task 3) to solicit their input and buy-in.

**Deliverables:** 7.1 Lease Needs List for All Sites – Microsoft Word (.docx) format  
7.2 Lease Template – Microsoft Word (.docx) format  
7.3 Executed Lease Documents – PDF and hardcopies

**Task 8. Risk Assessment(s)** – Contractor shall perform and oversee risks assessments to provide sufficient information to identify and mitigate Project risks associated with current and future conditions. The risk assessment may use a combination of risk avoidance, transfer, mitigation and acceptance measures, based on input from County staff and Project stakeholders. The results of the risk assessment shall be documented in the Project Workbook.

**Task 9. Radio Procurement (RESERVED)** – Contractor's role and corresponding fee during the procurement phase of the project will be defined and added by amendment prior to the start of radio procurement activities.

**Task 10. Radio Integration (RESERVED)** – Contractor's role and corresponding fee during the radio integration phase of the project will be defined and added by amendment prior to the start of radio integration activities.

**Task 11. Commissioning and Startup (RESERVED)** – Contractor's role and corresponding fee during the commissioning and startup phase of the project will be defined and added by amendment prior to the start of commissioning and startup activities.

**Task 12. Training and O&M Library (RESERVED)** – Contractor's role and corresponding fee during the training phase of the project will be defined and added by amendment prior to the start of training activities.

**Task 13. Radio System Trouble Shooting, Repair and Training** – The existing radio system experiences periodic faults and disruption in service due to a variety of issues. If such an issue occurs during the course of the Project, Contractor may assist County staff in investigating and determining the root cause of the issue and may be asked to recommend corrective action County may undertake to resolve the issue, either permanently or temporarily. Contractor may also provide training to County staff in the maintenance and operation of the existing radio system, where such a need is identified through the execution of this task, to reduce the likely of system faults and disruptions, or maintenance and operation of any system repairs, equipment replacement or other changes implemented under this task.

- D. **SPECIAL REQUIREMENTS.** During the term of this contract, any changes to existing radio system equipment and equipment settings, replacement or substitution of existing equipment or changes to equipment maintenance procedures and/or schedules shall be reviewed and approved by Contractor prior to implementation to ensure Contractor has an accurate and up-to-date knowledge and understanding of existing radio operations and functionality.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

- i. **KEY PERSONS.** Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Patrick Hoover – Project Manager

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. **COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$190,500.00.

A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor up to \$165 per hour for Project Manager services and up to \$75 for Administrative services, up to but not in excess of \$185,500.00 for completing all Services required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods

C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for mileage expenses on a per-mile basis at the rate of \$0.56/mile for mileage that is essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract. No other expenses shall be reimbursed under this Contract. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$5,000.00.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Public Works Department**  
**Attn: Jason Sykes**  
**5155 Silvertown Road NE, Building 2**  
**Salem, OR 97305**