



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

September 22, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **September 22, 2016**, this Amendment #1 / Renewals #1-4 to the contract with Star Cars LLC for **Sheriff Patrol Vehicle Installation Services**. This amendment was requested by John Stockham, Fleet Manager. The original contract amount was \$140,000.00 annually with the option for four (4) one year renewals. Amendment #1 exercises all four renewal options with a continued annual contract compensation of \$140,000.00 and a total contract amount not to exceed \$700,000.00. In addition, updated legal language has been added to the contract. The term of the contract is through June 30, 2020. This amendment is in compliance with LCRB Rule C047-0800 and has been reviewed and approved by County Counsel. Funds are available in account line 770-7521-00-437900 for fiscal years 2016/2017, 2017/2018, 2018/2019, and 2019/2020.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff

**AMENDMENT #1 / RENEWALS #1 - #4 TO THE CONTRACT DOCUMENTS WITH STAR CARS LLC
FOR SHERIFF PATROL VEHICLE INSTALLATION SERVICES**

This Amendment #1 / Renewals #1 - #4, when signed by **STAR CARS LLC** and the Finance Director on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and the County entered into those certain contract documents for the provision of services dated **JUNE 23, 2015**, as may be amended;

WHEREAS, the Contractor and the County desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the County and Contractor hereby agree that the Contracts are amended as follows:

ADD

SECTION 6 – AGREEMENT FORM

Section I – Compensation

Renew the contract for four years from July 1, 2016 through June 30, 2020. This contract has an annual not to exceed amount of \$140,000.00 with a maximum compensation authorized under this Contract of \$700,000.00.

Section V Laws, Regulation and Orders, and Tax Law Covenant

A. The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

B. The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any 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:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the COUNTY's setoff right, without penalty; and
3. Initiation of an action of 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 the CONTRACTOR's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

C. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;
3. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section VII Termination - Amendment

A. This Contract may be terminated for the following reasons:

1. This Contract may be terminated at any time by mutual consent of the parties, or by COUNTY for convenience upon thirty (30) days' written notice to the CONTRACTOR;
2. The COUNTY may terminate this Contract effective upon delivery of notice to CONTRACTOR, or at such later date as may be established by the COUNTY if:
 - a. Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the COUNTY is prohibited from paying for such work from the planned funding source; or
 - b. Any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
3. This Contract may also be immediately terminated by the COUNTY for default (including breach of Contract) if:
 - a. The CONTRACTOR fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or
 - b. The CONTRACTOR fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger the performance of this Contract in accordance with its terms, and after receipt of notice from the COUNTY, fails to correct such failure within ten (10) business days;
4. If sufficient funds are not provided in future approved budges of the COUNTY (or from applicable federal, state, or other sources) to permit the COUNTY in the exercise of tis reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, the COUNTY may terminate this Contract without further liability by giving the CONTRACTOR not less than thirty (30) days' notice.

CHANGE:

The following sections are renumbered as follows:

VI Acceptance

VII Termination - Amendment

ORIGINAL CONTRACT	\$140,000.00
<u>AMENDMENT #1 / RENEWALS #1-#4</u>	<u>\$560,000.00 Language Additions</u>
TOTAL CONTRACT AMOUNT	\$700,000.00