



Laura Zentner, CPA

Deputy Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building

150 Beavercreek Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment #2 to Contract with Summit Strategies Government Affairs, LLC.
for Federal Representation Services Relating to the Willamette Falls Legacy Project**

Purpose / Outcome	Approval of Amendment #2 to contract with Summit Strategies Government Affairs, LLC. for Federal Representation Services Relating to the Willamette Falls Legacy Project
Fiscal Impact	\$280,000.00
Funding Source	Budget Line: 208-7622-00501-453080 Original Contract: \$100,000 Amendment #1: \$ 20,000 Amendment #2: \$160,000 Total Price: \$280,000 Fiscal Years: 2015/2016 and 2016/2017
Duration	September 30, 2017
Strategic Plan Alignment	1. Build public trust through good government 2. Grow a Vibrant Economy
Previous Action	N/A
Contact Person	Laura Zentner, BCS Deputy Director, 503-742-4351

Background:

Clackamas County's Business and Community Services Department has contracted with Summit Strategies Government Affairs LLC (Summit Strategies) for federal representation services related to the strategic economic development initiative known as the Willamette Falls Legacy Project as well as federal lobbying services for the repair and reopening of the Willamette Falls Locks. BCS would like to extend the term of the contract with Summit Strategies through September 30, 2017.

The contract has been reviewed by Counsel.

Recommendation:

Staff respectfully recommends the Board approve Amendment #2 to the contract with Summit Strategies Government Affairs LLC (Summit Strategies).

Sincerely ,

Laura Zentner, Deputy Director
Business and Community Services

Placed on the Board Agenda of October 6, 2016 by the Procurement Division.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

September 27, 2016

MEMORANDUM TO THE
BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of October 6th, 2016 this Amendment #2 with Summit Strategies, LLC. for **FEDERAL REPRESENTATION SERVICES RELATING TO THE WILLAMETTE FALLS LEGACY PROJECT**. This project was requested by Laura Zentner of the Business and Community Services. BCS executed the original contract dated December 17, 2015, which provided \$100,000.00 in the first year with the option for three (3) potential one-year renewals. The Amendment #1 updated the scope of work which added \$20,000.00 for a Contract total of \$120,000.00. The County wishes to amend the contract to utilize the first (1st) or the three (3) renewals in order to continue with the vendor's expertise in representation services. This renewal will provide \$160,000.00 through September 30, 2017, resulting in a cumulative contract total of \$280,000.00. This Amendment #2 has been reviewed and approved by County Counsel. Funds for this project are budgeted under **208-7622-00501-453080**.

Respectfully Submitted,

Ryan Rice
Clackamas County Procurement

AMENDMENT #2

**TO THE CONTRACT DOCUMENTS WITH SUMMIT STRATEGIES GOVERNMENT AFFAIRS,
LLC. FOR FEDERAL REPRESENTATION SERVICES RELATING TO THE WILLAMETTE FALLS
LEGACY PROJECT**

This Amendment #2 is entered into between **Summit Strategies Government Affairs, LLC.** ("Contractor") Clackamas County Business & Community Services ("County") shall become part of the Personal Services Contract entered into between the parties on December 17, 2015.

The Purpose of the Amendment #2 is to make the following changes to the Contract;

1. Section I. Scope is hereby changed as follows:
The Contract expiration date is hereby changed from September 30, 2016 to **September 30, 2017.**

2. Section II. Compensation
Services will be provided on a flat-fee basis. This includes services for the Legacy Project at \$8,000.00 per month (12 month), the Locks Lobbying at \$5,000.00 per month (12 month), and \$4000.00 for related expenses.
The maximum annual compensation authorized under this Contract shall be \$160,000.00.

ORIGINAL CONTRACT	\$ 100,000.00
AMENDMENT #1	\$ 20,000.00
AMENDMENT #2	\$ 160,000.00
TOTAL AMENDED CONTRACT	\$ 280,000.00

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

- B. This Contract and any amendments to the Contract will not be effective upon approval in writing by an authorized representative of the Board of County Commissioners of Clackamas County and Contractor.
- C. **Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Summit Strategies
 Government Affairs, LLC.
 5331 SW Macadam Avenue, Suite 356
 Portland, OR 97239

Clackamas County Board of
 County Commissioners

 Authorized Signature

 Chair

 Name, Title

 Recording Secretary

 Date

 Date

503-341-1435

 Telephone

APPROVED AS TO FORM

1171343-95

 Oregon Business Registry Number

 County Counsel

 Date

DLLC/OR

 Entity Type / State of Formation