



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Contract with
Summit Strategies Government Affairs, LLC, for
Federal Representation Services

Purpose / Outcome	Approval of Amendment #1 to contract with Summit Strategies Government Affairs, LLC, for Federal Representation Services.
Fiscal Impact	\$599,000.00
Funding Source	Annual Breakdown: 1. Admin Non-D Budget Line: 100-9110-00-43100 \$104,825.00 (70%) 2. DTD Budget Line: 215-7401-00-43100 \$25,457.50 (17%) 3. WES Budget Line: 111-01-16400 \$19,467.50 (13%) Original Contract: \$149,750 Amendment #1: \$449,250 Total Price: \$599,000 Fiscal Years: 2015/2016, 2016/2017, 2017-2018 and 2018-2019
Duration	June 30, 2019
Strategic Plan Alignment	Building trust through good government.
Previous Action	N/A
Contact Person	Gary Schmidt, Director, 503-742-4351

Background:

Clackamas County’s Public and Government Affairs Department has contracted with Summit Strategies Government Affairs LLC (Summit Strategies) for federal representation services. PGA would like to extend the term of the contract with Summit Strategies through June 30, 2019.

The contract has been reviewed by Counsel.

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Staff Report – Summit Strategies Government Affairs, LLC

October 13, 2016

Recommendation:

Staff respectfully recommends the Board approve Amendment #1 to the contract with Summit Strategies Government Affairs LLC (Summit Strategies).

Sincerely,

Gary Schmidt, Director

Public and Government Affairs

**Placed on the Board Agenda of _____ by
the Procurement Division.**

AMENDMENT #1

TO THE CONTRACT DOCUMENTS WITH SUMMIT STRATEGIES GOVERNMENT AFFAIRS, LLC. FOR FEDERAL REPRESENTATION SERVICES

This Amendment #1 is entered into between **Summit Strategies Government Affairs, LLC.** ("Contractor") Clackamas County Public Government & Affairs ("County") shall become part of the Professional Services Contract entered into between the parties on December 23, 2015.

The Purpose of the Amendment #1 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 June 30, 2016 to **June 30, 2019.**
2. Section II. Compensation
The maximum annual compensation authorized under this Contract shall be \$149,750.00 with a maximum compensation not to exceed \$599,000.00.

ORIGINAL CONTRACT	\$ 149,750.00
AMENDMENT #1	<u>\$ 449,250.00</u>
TOTAL AMENDED CONTRACT	<u>\$ 599,000.00</u>

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.

