

Board of Directors Meeting
 School District 4J, Lane County
 Hybrid Meeting (virtual and
 in-person)
 200 North Monroe Street
 Eugene, Oregon 97402
 Wednesday, March 6, 2024

NOTICE: The Regular Board Meeting at 7:00 p.m. will be open to the public to attend in person, via live broadcast on KRVM 1280-AM and 98.7 FM, on the internet at <https://icecast.4j.lane.edu/board> and via Zoom Webinar at <https://4j-lane-edu.zoom.us/j/91225128314>

School Board Meeting Request Forms:

Sign up to provide public comment: www.4j.lane.edu/board/publiccomment

The board will hear public testimony in person or via Zoom from community members who sign up in advance. Up to 10 people will be scheduled to provide public comment at each regular meeting. Priority will be given to residents who have not recently provided public comment in a board meeting.

Requests to provide public comment must be submitted no later than 5 p.m. on the Monday before the meeting.

**7:00 PM
 7:00 p.m. Regular Board Meeting**

- I. **7:00 p.m. Regular Board Meeting:**
- II. Call to Order, Roll Call, Flag Salute, Land Acknowledgement
- III. Agenda Approval
- IV. Introduction of Guests and Superintendent's Report
- V. Receive Reports from High School Student Representatives
- VI. Items Raised by the Audience
- VII. Comments by Employee Groups
- VIII. Comments and Committee Reports by Individual Board Members

- IX. **Consent Group - Items for Action**
- 1. Approve Memorandum of Agreement Between Eugene School District 4J and Eugene Education Association 3
 Presenter: Brooke Wagner, Director of Human Resources
- 2. Approve Contract for Insurance Broker/Agent of Record 5
 Presenter: Brooke Wagner: Director of Human Resources
- 3. Approve Annual Personnel Actions 77
 Presenter: Brooke Wagner, Director Human Resources
- 4. Approve Out of State Field Trip for 2 Middle School Students to Attend the National Oratory Retreat through Ford Theater Education Program, in Washington D.C. 93
 Cal Young Principal: Chris Mitchell
- 5. Approve Out of State Field Trip for the South Eugene Concert Choir & Dorians Jazz Choir to Disneyland Park in Anaheim, CA for Musical Performances and Education 98
 Presenter: Chris Dobson, South Eugene HS Music Teacher
- 6. Approve Change to the Current Board Meeting Calendar Date of March 20, 2024 to April 03, 2024 and Revision of the January 17, 2024 Board Meeting Date to January 24, 2024, due to Ice Storm 104

Presenter: Jenna McCulley, Chief of Staff

- X. **Items for Information**
 - 1. Camas Ridge School Continuous Improvement Plan (SCIP) Presentation 107
Presenter: Hobie Blackhorn, Camas Ridge Principal
20 Minutes
- XI. **Items for Action**
 - 1. Decision on Superintendent Contract 108
Presenter: Maya Rabasa, Board Chair
- XII. **Items for Action at a Future Meeting**
 - 1. City of Springfield Housing Diversity Tax Exemption (HDTE) 109
City of Springfield Presenters: Katie Carroll, Housing Analyst
Development & Public Works Dept.; Nathan Bell, Director of Finance
10 Minutes
- XIII. Suggestions by the Board for Consideration of Items at a Future Meeting
- XIV. Adjourn

THIS MEETING WILL BE BROADCAST OVER KRVM-AM (1280)

INFORMATION FOR THE DEAF AND HARD OF HEARING:
Closed Captioning is available during Board meetings through a zoom live feed
which is also displayed at in-person meetings.



ITEM FOR ACTION - CONSENT AGENDA

Date of meeting

March 6, 2024

Title

Memorandum of Agreement between Eugene School District 4J and Eugene Education Association.

Presenter

Brooke Wagner, Human Resources Director

Description

Once approved by the Eugene School Board, the district and EEA have reached a tentative agreement regarding hiring bonuses for dual language immersion teachers. The MOU supports collaboration between the Eugene School District 4J and the EEA to enhance dual language immersion programs. Utilizing one-time grant funds, the initiative aims to recruit new dual language teachers to foster the expansion and improvement of these programs.

Recommendation

The Superintendent recommends approval of the MOA with EEA to access one-time grant funds and bolster recruiting for these hard to fill positions.

This Memorandum of Understanding (MOU) outlines the collaborative efforts and agreement between Eugene School District 4J (4J) and the Eugene Education Association (EEA) to support the growth of dual language immersion programs. The objective of this partnership is to enhance the effectiveness and sustainability of dual language immersion programs at 4J.

Recitals:

1. The parties are committed to supporting and expanding dual language immersion programs at 4J.
2. The parties acknowledge that dual language immersion programs have faced recruitment challenges and are considered "hard-to-fill" positions.
3. 4J has secured one-time grant funds to be used for a hiring bonus program in an attempt to attract qualified and dedicated educators.

Agreement:

1. 4J agrees to pay a hiring bonus in the gross amount of \$5,000 to all employees hired into a dual language immersion position for the 2024-25 school year during the effective dates of this agreement.
2. Bonuses are not available for currently employed 4J dual language immersion teachers.
2. The hiring bonus will be made as a one-time payment on the second payroll period (after the employee commences employment with 4J.)
3. All appropriate taxes, withholdings and deductions will be subtracted from the gross amount of the hiring bonus pursuant to the employee's completed W-2 form.
4. This MOU is effective starting on February 1, 2024.
5. This MOU will sunset and no longer be effective on either June 30, 2025, or when the hiring source funding source balance has been exhausted, whichever occurs first.
6. This agreement and the hiring bonuses referenced herein are non-precedent setting and apply only as specifically described in this MOU.

The parties acknowledge their agreement with the terms of this MOU by signing below.

Eugene Education Association/OEA

Eugene School District 4J

Sabrina Gordon 2-27-24

Sabrina Gordon
EEA President

Maya Rabasa
Chair, Board of Directors

Pete Swinford 2-27-24

Pete Swinford
UniServ Consultant, OEA

Andy Dey
Superintendent

ATTACHMENT A

ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

March 6, 2024

Title

Approve Contract for Insurance Broker/Agent of Record

Presenter

Brooke Wagner- Director Human Resources

Background

The District currently utilizes a licensed insurance broker/agent to assist the District in acquiring property and casualty insurance, workers' compensation insurance, and specialized coverage for boilers, underground storage tanks, equipment, errors and omissions, employee bonding, liability coverage (including for voluntary student accident), ski and field trips, athletics, outdoor education, and any other insurance needs. The District is currently contracting with Brown & Brown Northwest for these services and would like to enter into another contract pending Board approval.

Brown and Brown has consistently showcased excellent qualifications, delivering indispensable insurance services to our district. Their extensive portfolio includes risk management, policy development support, education, and claims administration, ensuring the protection of our educational institutions. The Eugene School District expresses continued satisfaction with the professionalism, expertise, and responsiveness demonstrated by Brown and Brown, reinforcing our trust in their ongoing delivery of essential insurance services.

Due to the satisfaction of the District with the services provided by Brown & Brown Northwest, relevant stakeholders (directors whose staff regularly engage with the provider), and the executive team we would like to exercise the permissive cooperative procurement process granted through the authority of ORS 279A.215

Options and Alternatives

The Board could choose to reject the recommendation and direct staff to initiate a new solicitation process. As insurance coverage for the next fiscal year is developed in the April timeframe a new solicitation could impact the District's ability to ensure a timely renewal of insurance coverage for the next fiscal year.

Budget/ Resource Implications:

2023-2024	\$42,375
2024-2025	\$43,646
2025-2026	\$44,955
2026-2027	\$46,304
2027-2028	\$47,693
2028-2029	\$49,124

ATTACHMENT A

5 year estimated total \$231,722

Board and Superintendent Goals

1. **Safety and Wellbeing for Students and Staff:** Brown and Brown's role as the agent of record contributes to safety and wellbeing by ensuring that the Eugene School District has robust insurance coverage. In the event of unforeseen incidents, the insurance services provided by Brown and Brown help mitigate risks, protect assets, and provide a financial safety net. This supports the district's ability to respond effectively to challenges, promoting a secure and stable environment for both students and staff.
2. **A Coordinated Focus on Equitable Access and Advancement:** Brown and Brown's comprehensive insurance services include a focus on risk management, policy development, and claims administration. By engaging with these services, the district can proactively address potential disparities and risks, contributing to a more equitable educational environment. This aligns with the goal of equitable access and advancement by ensuring that all students, regardless of background, have access to a secure and supportive educational experience.
3. **Meaningful Engagement and Timely Communication:** Brown and Brown's expertise and responsiveness directly impact the district's ability to engage meaningfully and communicate timely information. In the realm of insurance and risk management, swift and effective communication is crucial. Brown and Brown's services contribute to the district's overall communication strategy, allowing for timely dissemination of information related to safety protocols, policy changes, and claims processes. This enhances the district's capacity for meaningful engagement with stakeholders, fostering a transparent and collaborative relationship between the district, parents, staff, and the broader community.

Recommendation

The Superintendent recommends approval of a contract with Brown & Brown Northwest for five (5) years. The initial date of the contract shall begin April 1, 2024 with the period ending March 31, 2029.



EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #24-318

*THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE
AND A PURCHASING REPRESENTATIVE*

This Goods and Services Contract ("Contract") is entered into between Eugene School District 4J ("District 4J") and Brown and Brown Northwest ("Contractor"), referred to collectively in this Contract as "the Parties." District 4J and Contractor agree as follows:

1. TERM

This Contract shall become effective upon signature of authorized personnel and a member of the District 4J Purchasing Department, and shall remain in effect for five years from the date of the final signature unless terminated by District 4J or Contractor under the terms of this Contract. No party shall perform work under this Contract before the effective date.

2. SCOPE OF WORK

This Contract covers the Scope of Work as described in Attachment D. Work shall be performed in accordance with a schedule approved by both Parties. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. District 4J's Representative for this Contract is:

Brooke Wagner, Director Human Resources
541-790-7670
wagner_b@4j.lane.edu

3. COMPENSATION

3.1 PAYMENT. Compensation is \$000.00/hour, if hourly rate is applicable. Total payments for goods or services will not exceed \$231,722.00; District 4J will not pay more than this amount unless specifically agreed to in an amendment executed by both parties. Contractor shall invoice District 4J, and District 4J shall pay the Contractor within 30 days of invoice approval and work acceptance and shall be subject to ORS 293.462.

3.2 TRAVEL EXPENSE REIMBURSEMENT. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, unless specifically stated and agreed upon, all travel-related expenses will be reimbursed at actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

4. CONTRACT DOCUMENTS

4.1 THE CONTRACT. The Contract consists of this document and the following listed exhibits, which are incorporated into this Contract as referenced here. In the event of a conflict between the requirements of this document and Exhibit B, the requirements in this document prevail. There are no other Contract documents unless specifically referenced in this contract.

4.2 THE EXHIBITS. With this document, the following Exhibits are incorporated into the Contract:

- Attachment A District 4J Item for Action- Consent Agenda
- Attachment B Public Notice of Intent to Utilize Cooperative Purchasing Contract
- Attachment C District 4J Governmental Addendum
- Attachment D Scope of Work
- Attachment E Clackamas County RFP #2020-75, Clackamas County Amendment #1 and Brown & Brown NW Response



**EUGENE SCHOOL DISTRICT 4J
GOODS AND SERVICES CONTRACT #24-318**

THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE
AND A PURCHASING REPRESENTATIVE

5. SIGNATURES

CONTRACTOR'S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO DISTRICT 4J THAT:

- The undersigned person has authority to execute this Contract on behalf of the Contractor, and to bind Contractor to its terms;
- Contractor has not discriminated against minority, women, or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225;
- Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DISTRICT 4J

CONTRACTOR

Authorized Signer

Authorized Signer

Andy Dey, Ed. D.

Printed Name

Printed Name

Superintendent

Title

Title

Date

Date

Eugene School District 4J
200 North Monroe St
Eugene, OR 97402

Address

City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

Julia Girod

Name

2/16/2024

Date

ATTACHMENT A

ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting

March 6, 2024

Title

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Presenter

Brooke Wagner- Director Human Resources

Background

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Due to the satisfaction of the District with the services provided by Brown & Brown Northwest, relevant stakeholders (directors whose staff regularly engage with the provider), and the executive team we would like to exercise the permissive cooperative procurement process granted through the authority of ORS 279A.215

Options and Alternatives

The Board could choose to reject the recommendation and direct staff to initiate a new solicitation process. As insurance coverage for the next fiscal year is developed in the April timeframe a new solicitation could impact the District's ability to ensure a timely renewal of insurance coverage for the next fiscal year.

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ATTACHMENT A

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Recommendation

The Superintendent recommends approval of a contract with Brown & Brown Northwest for five (5) years. The initial date of the contract shall begin April 1, 2024 with the period ending March 31, 2029.

ATTACHMENT B

Public Notice of Intent to Utilize Cooperative Purchasing Contract

Eugene School District 4J
200 North Monroe St, Eugene, OR 97402
purchasing@4j.lane.edu

CONTRACT NO: #24-318
PROPOSED CONTRACTOR: Brown & Brown Northwest
AUTHORIZATION: ORS 279A.215(2)(a)
ORS 279B.060
ESTIMATED PRICE: \$231,722
PUBLIC POSTING DATE: February 13, 2024

JUSTIFICATION Pursuant to ORS 279A.215(2)(a), Eugene School District 4J intends to award a contract through a permissive cooperative contract for Insurance Services per Clackamas County RFP #2020-75. Clackamas County completed the procurement process in a manner substantially equivalent to those specified in ORS 279B.060. The estimated value of the cooperative contract is \$231,722. Interested members of the public may submit comments to the district no later than 4 PM February 20, 2024. Comments must be submitted to purchasing@4j.lane.edu.

CERTIFICATION BY PROGRAM MANAGER:

I hereby certify that the above findings are true, correct, and complete.

2/16/2024

Date


Contracting Officer

ATTACHMENT C

OREGON GOVERNMENTAL CONTRACTING ADDENDUM

As a local government entity of the State of Oregon, Eugene School District 4J ("District 4J") is required by statute, regulation, and policy to address a number of common contractual issues. The following terms and conditions ("Government Addendum") are incorporated into and form a part of the agreement to which they are attached ("Agreement"). If there is conflict between the terms and conditions of the Agreement and the Government Addendum, the Government Addendum shall control.

Governing Law and Dispute Resolution. The laws of the State of Oregon shall govern as to the interpretations, validity, and effect of this Contract without giving effect to conflict of law provisions thereof. Any claim, action, or suit between District 4J and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States Court for the District of Oregon.

Indemnification. Contractor shall defend, indemnify, and hold harmless District 4J, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgements (including attorney fees) recovered or made against District 4J for any damages, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Agreement. Contractor's indemnification extends to conditions created by this Agreement or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District 4J.

District 4J agrees to be responsible for any damage or any third party liability which may arise from its responsibilities as related to services in the Agreement and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to .300, and the Oregon Constitution Article XI, Section 7, to the extent liability arising out of the negligence of District 4J. District 4J shall not be required to indemnify or defend Contractor for any liability arising out of the wrongful acts of employees or agents of Contractor.

District 4J shall indemnify, defend, and hold Contractor, its officers, agents, and employees, harmless from any claims, actions, liability, or costs, including attorney fees and other costs of defense, caused by the negligent or intentional acts or omissions of District 4J related to work performance under this Agreement.

Payment Terms. Orders are not subject to prepayment, deposits, or credit card fees. Payments are due Net Thirty (30) days' receipt of an audit worthy invoice following delivery or performance of the goods/services. District 4J shall not be subject to late payment, interest, or penalties, except where required by the State of Oregon's prompt payment policies. District 4J shall only be responsible for taxes where required by law.

Confidential Information. Contractor acknowledges that it and its employees, officers, directors, agents, or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District 4J or District 4J's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral, and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District 4J ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District 4J to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District 4J without the obligation of confidentiality, (v) is

ATTACHMENT C

disclosed with the written consent of District 4J, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.

FERPA Re-Disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the Re-Disclosure of confidential student information. Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance under this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District 4J. If District 4J grants permission, the Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.

Work Performed on District 4J Property. Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District 4J, including but not limited to:

- When performing work on District 4J property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District 4J staff.
- Each day Contractor or Contractor's employees are present on District 4J property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District 4J property.
- All District properties are tobacco-free zones; Contractor and Contractor's employees are prohibited from using any tobacco products on District 4J property.
- All District properties are drug-free, weapons-free, and firearms-free zones; Contractor and Contractor's employees are prohibited from possession on their persons or in their vehicles any drug, weapon, or firearm while on District 4J property.

Obligation to Report Abuse. Contractor acknowledges District 4J's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with District 4J's request for removal of the employee. Contractor will cooperate in any investigation being conducted by District 4J, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District 4J related to the prevention and identification of child abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct, and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students. Contractor has reviews and will comply with https://www.oregonlegislature.gov/bills_laws/ors/ors419B.html.

Insurance. District 4J, in its sole and absolute discretion, retains the right to purchase and maintain insurance or self-insurance of the kinds and limits it deems necessary. District 4J shall not extend additional insured or loss payee status, or grant waivers of subrogation. Any insurance obligation imposed by the Contractor on District 4J is removed in its entirety.

Travel Expense Reimbursement.

Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, unless specifically stated and agreed upon, all travel-related expenses will be reimbursed at actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

Fingerprint and Background Check. District 4J has made the following determination regarding requirement of Contractor to undergo preliminary background checks, fingerprinting, and criminal records check:

ATTACHMENT C

- No requirement: Contractor will not have unsupervised contact with students or access to District property.
- Preliminary background check required (if required, must complete at least every two years).
- Fingerprinting and criminal records check required (one-time requirement, unless moved from the State of Oregon since initial records check).

If Contractor is required to come on-site to District property, both parties will work together in good faith to fulfill any background check requirements as may be necessary to fulfill legal obligations.

The Contractor and all individuals with whom the Contractor contracts, or any employee, agent or subcontractor of a Contractor, must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. The Oregon Department of Education provides fingerprint services for Contractors pursuant to ORS 326.603 and ORS 326.607.

If Contractor mandates fingerprinting and a criminal background check a requirement for employment, Contractor shall notify District 4J and the Parties shall work together to determine if the fingerprinting and criminal background check on file with the Contractor satisfies District 4J and Oregon Department of Education requirements.

Acceptance of this agreement confirms a good faith effort on behalf of Contractor that they possess or will possess all fingerprinting and criminal background check requirements from its employees, agents, or subcontractors and are in active communication with District 4J to confirm compliance.

For additional resources, please visit https://4j.lane.edu/16766_3

ATTACHMENT D

PERSONAL SERVICES CONTRACT

SCOPE OF WORK

Contractor shall provide comprehensive insurance brokerage and risk management consulting services to Eugene 4J School District (“District”). Additionally, Contractor will also provide services including, but not be limited to the following:

1. Risk Analysis

- Analyze the District’s risks to enable effective program design and coverage selection.
- Make recommendations for standard or alternative property and casualty risk financing mechanisms as needed.

2. Program Design, Marketing, and Placement

- Review existing coverage placements including limits, deductibles and/or self-insured retentions (SIRs) and make any recommendations as needed.
- Design and place broad insurance coverage at the most reasonable cost that adequately protects the District and all other parties to which the District agrees to provide insurance.
- Prepare underwriting submissions, facilitate meetings, and negotiate with underwriters on all placements.
- Recommend coverage that is consistent with the District’s current exposures, which will also maximize coverage for the District while maintaining cost effectiveness.
- Review all applications from the District prior to submitting to the markets.
- Place and maintain other insurance products as requested by the District.
- Provide credible and useful public entity related benchmark analysis for programs purchased or implemented.

3. Administration

- Provide topical research and education on insurance and risk issues pertinent to public entities and local municipal governmental entities.
- Assist the District, when requested, in preparing and completing all insurance applications.

ATTACHMENT D

- Review the language and accuracy of each program document, binder, policy, certificate, endorsement, or other document received from insurers. Obtain revisions to such documents when needed. Recommend alternative language or alternative endorsements as necessary.
- Process billings and invoices in a timely manner so that payment can be remunerated to insurance carriers and/or brokers on a timely basis.
- Respond to requests for insurance certificates within 24 hours and obtain endorsements as requested by the District.
- Verify the accuracy of all rates and premiums charged.
- Coordinate, when requested, all services provided by insurance carriers including safety, claims adjusting, loss, and case management reporting.
- Assist insurance carriers and the District with annual audits, provide information as requested by the carriers, and ensure all audits are completed on a timely basis.
- Facilitate, review, and approve premium audits and other premium adjustments and review and approve the accuracy of any resulting invoices.
- Promptly submit originals of all program documents, policies, and endorsements to the District.
- Obtain answers to policy coverage questions from underwriters and provide prompt and accurate answers to coverage questions as requested by the District.
- Prepare and deliver an annual stewardship report to the District.
- Develop, prepare, and maintain a schedule of insurance including detailed schedule of values for the District buildings, locations, and properties.

4. Risk Control

- Assist with risk control assessments with carrier loss control representative(s) and the District representatives, as needed.
- Review and distribute carrier loss control reports, as needed. Assist with resolution of any recommendations made by the carrier(s).
- Assist, when requested, in the review and analysis of loss runs to identify developing loss problems and patterns and initiate solutions.

5. Claims Management Services

- Conduct periodic loss trend analysis and make recommendations as appropriate.
- Assist, when requested, in coordinating and documenting insurance claims with the insurance company's adjuster.
- Evaluate all claim-handling instructions with carriers and make recommendations to refine them as necessary.

ATTACHMENT D

- Assist in developing or maintaining a well-coordinated claims program between the insurer, the carrier adjusters, attorneys, and other parties.
- Assist the District in coordinating claims where existing insurance programs may dovetail with other programs.
- Assist, when requested, in settling all claims through closure.
- Act as a pro-active advocate with insurers in the event of claims processing obstacles and disputes.
- Participate, when requested, in periodic claims reviews.

6. Consultation Services

- As requested, participate in annual meetings at the District to discuss the District's risks, insurance portfolio, outstanding claims, market developments, trends, anticipated changes to the program, changes to carrier Best's ratings, and program renewal expectations.
- Conduct appropriate presentations and attend meetings at the request of the District's Risk Management Department, as needed.
- Be available to consult and answer insurance-related questions and concerns, as needed.
- Advise and explain coverages to the District's Risk Management Division, as needed.
- Assist in review and/or procurement of vendor selection (TPAs), as needed.

Mandatory services, required to be included in the base fee, include:

- Access to all necessary insurance markets and ability to place all current District coverages
- Knowledge of capabilities and security of carriers
- Selection of insurers most suitable for risk
- Awareness of specialty carriers
- Influence with carriers (volume and loss ratios)
- Risk management program design recommendations
- Ongoing analysis and comparison of program alternatives
- Marketing recommendations
- Development of yearly marketing plan timeline
- Prepare program specifications and underwriting submissions
- Collect, maintain and use District-wide underwriting data
- Prepare and provide an annual "state of the insurance market" report

ATTACHMENT D

Potential Additional Services

In addition to the services provided to District, and upon execution of a separate contract, Contractor agrees to provide the services under the same terms and conditions of this Contract (except fee) to one or more of the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the District's Local Contract Review Board rules.

Compensation

Contractor shall be paid on an annual fixed fee basis of \$39,500 as outlined in the below table:

With 3% escalation		
2024	\$43,646.00	Year 1
2025	\$44,955.00	Year 2
2026	\$46,304.00	Year 3
2027	\$47,693.00	Year 4
2028	\$49,124.00	Year 5
2029	\$50,597.00	Extension
2030	\$52,115.00	Extension
Contract Total	\$334,434.00	

For any renewal period after 2030, Contractor may request an annual escalation of three percent (3%) of the fixed fee over the prior year fixed fee.

In the event any policy premium payment is facilitated through Contractor, the District shall pay Contractor for the actual cost of the premium and Contractor will pay the insurance carrier. Payment of policy premium on behalf of the District is an included service under this Contract, however, the cost of the policy premium is not included in the total not to exceed for this Contract

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REQUEST FOR PROPOSALS #2020-75

FOR

Insurance Brokerage and Risk Management Consulting Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair
SONYA FISCHER, Commissioner
KEN HUMBERSTON, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner

Gary Schmidt
County Administrator

George Marlton
County Procurement Officer

George Marlton
Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: October 7, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

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SCHEDULE

Request for Proposals Issued.....	September 8, 2020
Protest of Specifications Deadline.....	September 17, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	September 24, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	October 7, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	November/December 2020

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, October 7, 2020** (“Closing”), to provide Insurance Brokerage and Risk Management Consulting Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in November/December 2020.

RFP Documents can be downloaded from ORPIN at the following address:
<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-75-20.
Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: George Marlton, 503-742-5442,
gmarlton@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

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SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

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be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

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2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

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2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

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SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide comprehensive insurance brokerage and risk management consulting services.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Clackamas County is requesting Proposals from qualified companies for comprehensive insurance brokerage and risk management consulting services, exclusive of employee benefits.

The goal of this RFP is to select the broker/consultant who will be the most effective and proactive partner in providing insurance brokerage services and risk management solutions for protecting Clackamas County's assets, reducing its risk management costs and providing a high level of customer service in the areas of risk and insurance.

Clackamas County (population 413,000) employs approximately 2,200 people (both temporary and regular) who work in the following general program areas: health services (public health and mental health), social services (including services for seniors, juveniles, families, and other populations with special needs), justice and court services (including juvenile and adult correctional facilities, community corrections, District Attorney and law enforcement), library services, transportation and development (including public works, planning, environmental) and administrative support services. Please see Attachment 1 – Clackamas County Insurance Program Structure table.

3.3. SCOPE OF WORK

3.3.1. **Scope:**

The successful proposer will be required to provide comprehensive risk management consultation services to assist Clackamas County in the reduction of enterprise risks. Additionally, the successful proposer will also provide traditional brokerage services and insurance expertise to support Clackamas County's goals and objectives. Services provided should include, but not be limited to, the following:

1. Risk Analysis

- Analyze the County's risks to enable effective program design and coverage selection.
- Make recommendations for standard or alternative property and casualty risk financing mechanisms as needed.

2. Program Design, Marketing, and Placement

- Review existing coverage placements including limits, deductibles and/or self-insured retentions (SIRs) and make any recommendations as needed.
- Design and place broad insurance coverage at the most reasonable cost that adequately protects the County and all other parties to which the County agrees to provide insurance.

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- Prepare underwriting submissions, facilitate meetings, and negotiate with underwriters on all placements.
- Recommend coverage that is consistent with the County's current exposures, which will also maximize coverage for the County while maintaining cost effectiveness.
- Review all applications from the County prior to submitting to the markets.
- Place and maintain other insurance products as requested by the County.
- Provide credible and useful public entity related benchmark analysis for programs purchased or implemented.

3. Administration

- Provide topical research and education on insurance and risk issues pertinent to public entities and local municipal governmental entities.
- Assist the County, when requested, in preparing and completing all insurance applications.
- Review the language and accuracy of each program document, binder, policy, certificate, endorsement, or other document received from insurers. Obtain revisions to such documents when needed. Recommend alternative language or alternative endorsements as necessary.
- Process billings and invoices in a timely manner so that payment can be remunerated to insurance carriers and/or brokers on a timely basis.
- Respond to requests for insurance certificates within 24 hours and obtain endorsements as requested by the County.
- Verify the accuracy of all rates and premiums charged.
- Coordinate, when requested, all services provided by insurance carriers including safety, claims adjusting, loss, and case management reporting.
- Assist insurance carriers and the County with annual audits, provide information as requested by the carriers, and ensure all audits are completed on a timely basis.
- Facilitate, review, and approve premium audits and other premium adjustments and review and approve the accuracy of any resulting invoices.
- Promptly submit originals of all program documents, policies, and endorsements to the County.
- Obtain answers to policy coverage questions from underwriters and provide prompt and accurate answers to coverage questions as requested by the County.
- Prepare and deliver an annual stewardship report to the County.
- Develop, prepare, and maintain a schedule of insurance including detailed schedule of values for the County buildings, locations, and properties.

4. Risk Control

- Assist with risk control assessments with carrier loss control representative(s) and the County representatives, as needed.
- Review and distribute carrier loss control reports, as needed. Assist with resolution of any recommendations made by the carrier(s).
- Assist, when requested, in the review and analysis of loss runs to identify developing loss problems and patterns and initiate solutions.

5. Claims Management Services

- Conduct periodic loss trend analysis and make recommendations as appropriate.

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- Assist, when requested, in coordinating and documenting insurance claims with the insurance company's adjuster.
- Evaluate all claim handling instructions with carriers and make recommendations to refine them as necessary.
- Assist in developing or maintaining a well-coordinated claims program between the insurer, the carrier adjusters, attorneys, and other parties.
- Assist the County in coordinating claims where existing insurance programs may dovetail with other programs.
- Assist, when requested, in settling all claims through closure.
- Act as a pro-active advocate with insurers in the event of claims processing obstacles and disputes.
- Participate, when requested, in periodic claims reviews.

6. Consultation Services

- Participate in annual meetings at the County to discuss the County's risks, insurance portfolio, outstanding claims, market developments, trends, anticipated changes to the program, changes to carrier Best's ratings, and program renewal expectations.
- Conduct appropriate presentations and attend meetings at the request of the County's Risk Management Department, as needed.
- Be available to consult and answer insurance-related questions and concerns, as needed.
- Advise and explain coverages to the County's Risk Management Division, as needed.
- Assist in review and/or procurement of vendor selection (TPAs), as needed.

Mandatory services, required to be included in the base fee, include:

- Access to all necessary insurance markets and ability to place all current County coverages
- Knowledge of capabilities and security of carriers
- Selection of insurers most suitable for risk
- Awareness of specialty carriers
- Influence with carriers (volume and loss ratios)
- Risk management program design recommendations
- Ongoing analysis and comparison of program alternatives
- Marketing recommendations
- Development of yearly marketing plan timeline
- Prepare program specifications and underwriting submissions
- Collect, maintain and use County-wide underwriting data
- Prepare and provide an annual "state of the insurance market" report

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **November 1, 2023** with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the

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RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

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SECTION 4 EVALUATION PROCEDURE

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-25
Scope of Work	0-45
Fees	0-30
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

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SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, County Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **30 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to Oregon public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Provide a brief analysis of your firm's philosophy on risk management and of the risk issues you see as relevant to Clackamas County in the next three years.
- What services do you believe should be performed by an insurance broker for an account like Clackamas County? If your firm is selected as Clackamas County's insurance broker, what would your suggested service plan be?
- Describe the method you will use to secure competitive premium quotes for Clackamas County's insurance program.
- Identify the property and casualty markets that currently write Oregon public entity/local governmental risks and are available to your agency. Will any of your markets guarantee rates for multiple years? If so, please describe.

5.4. Fees

- Clackamas County expects a fee-based contract, which should be in the form of an annual flat fee and should provide for all services required without collecting commissions from insurance companies at

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any level of coverage or participation. Describe the desired compensation and payment schedule you propose. If any services are outside the compensation schedule, please describe.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

5.6. Completed Proposal Certification (see the below form)

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PROPOSAL CERTIFICATION **Insurance Brokerage and Risk Management Consulting Services**

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

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(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

ATTACHMENT E



Evelyn Minor-Lawrence

Director

PUBLIC SERVICES BUILDING

2051 Kaen Road | Oregon City, OR 97045

January 4, 2024

BCC Agenda Date/Item: 20240104 III.C.2

Board of County Commissioners
Clackamas County

Approval of Amendment #1 to a Contract with Brown & Brown of Oregon LLC for comprehensive insurance and risk management consulting services. Amendment value is \$180,574 for four years, contract value is increased to \$302,664 for seven years. Funding through Risk Management Claims Fund Balance and departmental cost allocations, which includes a small portion of County General Funds.

Previous Board Action/Review	Briefed at Issues - January 3, 2024		
Performance Clackamas	1. Which indicator of success does this item affect?		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Eric Machado	Contact Phone	503-655-8576

EXECUTIVE SUMMARY: Brown & Brown of Oregon, LLC has served as Clackamas County’s insurance agent of record since January 2021. Throughout this term, they have provided comprehensive insurance brokerage and risk management consulting services including coordination of the County’s annual insurance renewals, risk assessments and consultations, and claims and coverage assistance, all of which have been instrumental in managing the County’s insurance needs. The original contract, which is set to expire on December 31, 2023, provided an option for two additional two-year renewals. This amendment exercises the option for both two-year renewals, extends the term of the current contract to December 31, 2027, and adds additional compensation of \$180,574. The \$180,574 in additional compensation includes an annual escalation in the fixed fee of 3% per year, as allowed in the original contract.

RECOMMENDATION: Staff recommends approval of Amendment #1 for contract #3645 with Brown & Brown of Oregon, LLC for comprehensive insurance brokerage and risk management consulting services.

Respectfully submitted,

Evelyn Minor-Lawrence, IPMA-CP

Digitally signed by Evelyn Minor-Lawrence, IPMA-CP
Date: 2023.12.27 17:13:01 -08'00'

Evelyn Minor-Lawrence
HR Director

For Filing Use Only

Attached: Amendment #1 for Brown and Brown Contract #3645

ATTACHMENT E

AMENDMENT #1

TO THE CONTRACT DOCUMENTS WITH BROWN & BROWN OF OREGON, LLC FOR COMPREHENSIVE INSURANCE BROKERAGE AND RISK MANAGEMENT CONSULTING SERVICES

Contract #3645

This Amendment #1 is entered into between **Brown & Brown of Oregon, LLC** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **January 7, 2021** (“Contract”).


The Purpose of this Amendment #1 is to make the following changes to the Contract:

- ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
County is exercising the option to renew this Contract for both 2-year renewal options. The Contract termination date is hereby changed from December 31, 2023, to **December 31, 2027**.
- ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In Consideration for Contractor performing Work during the extended term of this Contract, County shall pay Contractor an amount not to exceed \$180,574.00. This amount includes the allowable requested annual escalation of the fixed fee over the prior year fixed fee (Year 2024: \$43,162.00, Year 2025: \$44,457.00, Year 2026: \$45,791.00, and Year 2027: \$47,164.00), as further described in Contractor’s Fee Quote, attached hereto as **Exhibit A to this Amendment #1**, attached hereto and incorporated by reference herein. The total Contract compensation shall not exceed \$302,664.00.

ORIGINAL CONTRACT	\$ 122,090.00
<u>AMENDMENT #1</u>	<u>\$ 180,574.00</u>
TOTAL AMENDED CONTRACT	\$ 302,664.00


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 #1, effective upon the date of the last signature below.

Brown & Brown of Oregon, LLC

DocuSigned by:

 12/8/2023
 BCFCA08B44CF405...
 Authorized Signature Date

 Jessica Getman
 Printed Name

Clackamas County


 01/04/2024
 Chair Date



 Recording Secretary

Approved as to Form:


 12/11/2023
 County Counsel Date

ATTACHMENT E

Exhibit A Contractor's Fee Quote

ATTACHMENT E



11/20/2023

Mr. Eric Machado
Risk Manager
Clackamas County Human Resources
2051 Kaen Road
Oregon City, OR 97045

Re: Brown & Brown Quotation

Dear Eric,

As you are aware, Brown & Brown serves as the insurance agent of record for Clackamas County. At your request, we are formally submitting our proposal to continue our service to Clackamas County for 2024, 2025, 2026 and 2027.

Our fee quote is as follows:

2024 - \$43,162

2025 - \$44,457

2026 - \$45,791

2027 - \$47,164

Please let me know if you have any questions.

Sincerely,

DocuSigned by:

0803DAFAF1AA49D...

Ron Cutter
Sr. Vice President/Public Sector Practice Leader
Brown & Brown

ATTACHMENT E



CLACKAMAS COUNTY PERSONAL SERVICES CONTRACT Contract #3645

This Personal Services Contract (this “Contract”) is entered into between Brown & Brown of Oregon, LLC (“Contractor”) and Clackamas County, a political subdivision of the State of Oregon,

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire December 31, 2023 with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
2. **Scope of Work.** Contractor shall provide the following personal services: comprehensive insurance brokerage and risk management consulting services (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed One Hundred Twenty Two Thousand Ninety Dollars (\$122,090.00), for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Eric Machado, EMachado@clackamas.us.

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

ATTACHMENT E

7. Contractor and County Contacts.

Contractor Administrator: Ron Cutter Phone: O (503) 219-3270 C (503) 704-4059 Email: rcutter@bbnw.com	County Administrator: Eric Machado Phone: 503-655-8576 Email: EMachado@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

ATTACHMENT E

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on the Commercial General Liability policy only. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

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- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

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- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

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- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. All information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602 (11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

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not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County

ATTACHMENT E

provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

30. COOPERATIVE CONTRACTING. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Brown & Brown of Oregon, LLC

Clackamas County

DocuSigned by:
Jessica Gitman
Authorized Signature Date

Evelyn Minor-Lawrence Jan 7, 2021
Evelyn Minor-Lawrence, Director Date

Name / Title (Printed)

Approved as to Form:

073620-15
Oregon Business Registry #

WJ Jan 7, 2021

DLLC / Oregon
Entity Type / State of Formation

County Counsel Date

ATTACHMENT E

EXHIBIT A PERSONAL SERVICES CONTRACT SCOPE OF WORK

Contractor shall provide comprehensive insurance brokerage and risk management consulting services to Clackamas County (“County”). Additionally, Contractor will also provide services including, but not be limited to the following:

1. Risk Analysis

- Analyze the County’s risks to enable effective program design and coverage selection.
- Make recommendations for standard or alternative property and casualty risk financing mechanisms as needed.

2. Program Design, Marketing, and Placement

- Review existing coverage placements including limits, deductibles and/or self-insured retentions (SIRs) and make any recommendations as needed.
- Design and place broad insurance coverage at the most reasonable cost that adequately protects the County and all other parties to which the County agrees to provide insurance.
- Prepare underwriting submissions, facilitate meetings, and negotiate with underwriters on all placements.
- Recommend coverage that is consistent with the County’s current exposures, which will also maximize coverage for the County while maintaining cost effectiveness.
- Review all applications from the County prior to submitting to the markets.
- Place and maintain other insurance products as requested by the County.
- Provide credible and useful public entity related benchmark analysis for programs purchased or implemented.

3. Administration

- Provide topical research and education on insurance and risk issues pertinent to public entities and local municipal governmental entities.
- Assist the County, when requested, in preparing and completing all insurance applications.
- Review the language and accuracy of each program document, binder, policy, certificate, endorsement, or other document received from insurers. Obtain revisions to such documents when needed. Recommend alternative language or alternative endorsements as necessary.
- Process billings and invoices in a timely manner so that payment can be remunerated to insurance carriers and/or brokers on a timely basis.
- Respond to requests for insurance certificates within 24 hours and obtain endorsements as requested by the County.
- Verify the accuracy of all rates and premiums charged.
- Coordinate, when requested, all services provided by insurance carriers including safety, claims adjusting, loss, and case management reporting.
- Assist insurance carriers and the County with annual audits, provide information as requested by the carriers, and ensure all audits are completed on a timely basis.
- Facilitate, review, and approve premium audits and other premium adjustments and review and approve the accuracy of any resulting invoices.
- Promptly submit originals of all program documents, policies, and endorsements to the County.
- Obtain answers to policy coverage questions from underwriters and provide prompt and accurate answers to coverage questions as requested by the County.
- Prepare and deliver an annual stewardship report to the County.

ATTACHMENT E

- Develop, prepare, and maintain a schedule of insurance including detailed schedule of values for the County buildings, locations, and properties.

4. **Risk Control**

- Assist with risk control assessments with carrier loss control representative(s) and the County representatives, as needed.
- Review and distribute carrier loss control reports, as needed. Assist with resolution of any recommendations made by the carrier(s).
- Assist, when requested, in the review and analysis of loss runs to identify developing loss problems and patterns and initiate solutions.

5. **Claims Management Services**

- Conduct periodic loss trend analysis and make recommendations as appropriate.
- Assist, when requested, in coordinating and documenting insurance claims with the insurance company's adjuster.
- Evaluate all claim-handling instructions with carriers and make recommendations to refine them as necessary.
- Assist in developing or maintaining a well-coordinated claims program between the insurer, the carrier adjusters, attorneys, and other parties.
- Assist the County in coordinating claims where existing insurance programs may dovetail with other programs.
- Assist, when requested, in settling all claims through closure.
- Act as a pro-active advocate with insurers in the event of claims processing obstacles and disputes.
- Participate, when requested, in periodic claims reviews.

6. **Consultation Services**

- Participate in annual meetings at the County to discuss the County's risks, insurance portfolio, outstanding claims, market developments, trends, anticipated changes to the program, changes to carrier Best's ratings, and program renewal expectations.
- Conduct appropriate presentations and attend meetings at the request of the County's Risk Management Department, as needed.
- Be available to consult and answer insurance-related questions and concerns, as needed.
- Advise and explain coverages to the County's Risk Management Division, as needed.
- Assist in review and/or procurement of vendor selection (TPAs), as needed.

Mandatory services, required to be included in the base fee, include:

- Access to all necessary insurance markets and ability to place all current County coverages
- Knowledge of capabilities and security of carriers
- Selection of insurers most suitable for risk
- Awareness of specialty carriers
- Influence with carriers (volume and loss ratios)
- Risk management program design recommendations
- Ongoing analysis and comparison of program alternatives
- Marketing recommendations
- Development of yearly marketing plan timeline
- Prepare program specifications and underwriting submissions

ATTACHMENT E

- Collect, maintain and use County-wide underwriting data
- Prepare and provide an annual “state of the insurance market” report

Potential Additional Services

In addition to the services provided to County, and upon execution of a separate contract, Contractor agrees to provide the services under the same terms and conditions of this Contract (except fee) to one or more of the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules.

Compensation

Contractor shall be paid on an annual fixed fee basis of \$39,500 as outlined in the below table:

Year	Fee
2021	\$39,500.00
2022	\$40,685.00
2023	\$41,905.00
Total	\$122,090.00

For any renewal period after 2023, Contractor may request an annual escalation of three percent (3%) of the fixed fee over the prior year fixed fee.

In the event any policy premium payment is facilitated through Contractor, the County shall pay Contractor for the actual cost of the premium and Contractor will pay the insurance carrier. Payment of policy premium on behalf of the County is an included service under this Contract, however, the cost of the policy premium is not included in the total not to exceed for this Contract.



NORTHWEST



Clackamas County

Insurance Brokerage and Risk Management Consulting Services

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COVER LETTER

Clackamas County
Attn: George Marlton
Chief Procurement Services
2051 Kaen Road
Oregon City, Oregon 97045

Re: Insurance Brokerage and Risk Management Consulting Services

Dear Mr. Marlton,

Enclosed is our proposal for Insurance Brokerage and Risk Management Consulting Services for Clackamas County (the County).

We would like to specifically address the issues that differentiate our team from our competition.

1. Length of experience serving Public Entities in the State of Oregon:

Brown & Brown Northwest (BBNW), Ron Cutter, Geoff Sinclair and Tim Clarke each have been serving Oregon public entities for well over two decades. Specializing not just in the public sector, but in Oregon's public sector is important and should not be underestimated. As the public sector is all our team does, we are very efficient and effective at assisting our customers in reducing their overall total cost of risk. Each person on the service team who would be assigned to Clackamas County has been serving Oregon's public sector for a decade or more.

2. Familiarity with the insurance needs of counties specifically, and governmental entities generally.

BBNW's Public Entity team services more of Oregon's counties than any other agency by a considerable margin, measured by premium volume, population as well as number. Currently, the counties we represent include:

Multnomah	Marion
Lane	Douglas
Deschutes	Yamhill
Columbia	Jackson

Our team is intimately familiar with the insurance needs of counties of your complexity and size, particularly with significant self-insured aspects to your program.

3. Self-insured expertise for governmental entities.

BBNW has the most self-insured public entities in Oregon, by a large margin. Of the 16 self-insured entities in the state, BBNW is the agent of record for 12 of them. This benefits our clientele because of our access to viable markets, relationships in the marketplace and negotiating leverage to ensure we are obtaining the best pricing, terms and conditions available.



ATTACHMENT E

4. **Agent's ability to solicit competitive insurance coverage proposals for all insurance carriers and to analyze the coverage offered.**

BBNW has exclusive access to specific insurance markets that target governmental entities. This gives BBNW leverage to negotiate with current carriers to ensure the lowest premiums possible.

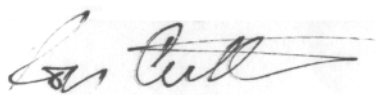
We believe the County saw evidence of our market strength this year in your OPEEP renewal. When most excess insurers were taking significant rate increases, the County's increase with OPEEP was nominal (or flat) in large part due to a competitive quotation we worked hard to provide you. The credible alternate market that we provided resulted in excellent renewal terms for the County.

We have reviewed the proposed contract and request just one modification in paragraph 9. We suggest the sentence "Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies" to "Contractor shall provide proof of said insurance and name the County as an additional insured on the commercial general liability policy".

As you review the pages ahead, we hope you gain a full understanding of our deep experience, breadth of services, commitment to the public sector, and integrity and honesty in all we do. It is our hope that after you read this response and check our references, you will see that through our shared work, we can help the County accomplish your risk related goals.

Finally, a last point to emphasize and for your committee to consider. Geoff Sinclair has been a resident of Clackamas County for over a decade. He resides 6.3 miles from the Risk Management offices on Kaen Road. Similarly, Ron Cutter is a lifetime resident of Clackamas County and resides 4.7 miles from the Kaen Road offices. We have chosen to live and raise our families in Clackamas County. As such, it's an understatement to say we would be honored to serve the County as Agent of Record.

Sincerely,



Ron Cutter, AIC, ARM
Senior Vice President & Public Sector Practice Leader

*"Multnomah County has used the services of BBNW for many years choosing them again in our most recent RFP process in 2015. We find their entire team to always be responsive, professional and extremely effective."
– Michelle Cross, Risk Services Manager, Multnomah County*



BACKGROUND AND QUALIFICATIONS

Background of the Firm:

Brown & Brown Northwest (BBNW) is a national leader in governmental insurance with roughly \$3.2 billion in public sector insurance premiums written. Our organization's decentralized structure brings our clients the best of both world; significant national clout and leverage in the public sector insurance industry coupled with local expertise to serve the needs of our customers. Locally, Brown & Brown Northwest totals around 125 employees with offices in Portland, Vancouver, Medford and Bend.

Brown & Brown Northwest specializes in Agent of Record services for the public sector in Oregon. Our footprint in the state is significant with Oregon's local governments. Our volume of governmental business gives BBNW significant clout in the insurance marketplace and benefits our clients tremendously.

Credentials/experience of key individuals that would be assigned to this project:

Ron Cutter would be the person directly responsible for Clackamas County's partnership with BBNW. Ron leads our public sector practice and has been with the firm, specializing in Oregon's public sector, for over 20 years. He has over 30 years insurance experience.

Working closely with Ron would be Geoff Sinclair and Tim Clarke. Geoff has more than 24 years of insurance experience working with the public entities of Oregon and previously was second in command at Special Districts Association of Oregon. His background in risk transfer, risk management and litigation management is extensive. Now Geoff works closely with our customers with the primary goal of reducing their overall total cost of risk. He maintains a property-casualty agent's license through Oregon's Department of Consumer and Business Services. Geoff serves as BBNW's Vice President of the Public Sector Practice.

Tim Clarke manages the claims and risk services provided by our firm. With Tim's background in risk management and law enforcement, he has become invaluable to our public sector clients. Additionally, Tim is a graduate of Arizona State University's Sandra Day O'Conner School of Law. His experience and education in the law is great resource to our customers. The County would have unlimited access to Tim and his team as a customer of BBNW.

In addition, Cathi Pham and Bianne Tyerman would play very important roles on the Clackamas County account. Cathi's role is that of a Senior Account Manager, handling day to day policy additions, deletions, certificate issuance and the like. To ensure the prompt service and timeliness, Bianne Tyerman would serve as a back-up to Cathi. Cathi and Bianne pride themselves on quick responses, professionalism and friendly can-do attitudes.

Lastly, Sid Friedman serves as our workers compensation expert, providing consultative services on experience mod projections, work comp program design, out of state coverage and risk management suggestions to manage employees working remotely during the COVID19 pandemic. And for the record, we believe many working remotely is a risk that is here to stay for a while, regardless of the pandemic.



ATTACHMENT E

Ron Cutter, AIC ARM
Senior Vice President

Phone: 503.219.3270
Email: rcutter@bbnw.com



Ron began his insurance career in 1990 in the claims department with Grocers Insurance Group, acting as claims adjuster, claims supervisor and claims manager. In 1996, Ron moved to the Portland office of AON, a Chicago based national brokerage company, to assist in claims settlement and advocacy on national accounts including Nike, Willamette Industries and several public and private sector large accounts. Ron joined Brown & Brown Northwest (then JBL&K Risk Services) in 1999 as Claims Manager and quickly gravitated to the public sector. Ron is now BBNW's Public Sector Practice Leader and directly handles the needs of over 90 public sector clients, including our largest and most complex accounts. His role is to work on strategic customer service issues, coverage issues, claims issues and market supply creation issues.

Ron graduated from Oregon State University with a B.S. in Business and Behavioral Science. He is a licensed agent in Oregon, Washington, Arizona, Colorado and Nevada, and has his Associate in Claims (AIC) and Associate in Risk Management (ARM) designations. Ron is a past president of the Oregon School Safety Association, has served as a member of the Clackamas Community College Foundation Board and has been a speaker at AGRIP, PRIMA and OASBO. Also, in 2019 Ron was recognized nationally by Risk and Insurance magazine as a "Power Broker" in the category of Public Sector.

"We have been consistently impressed by the level of service we receive from Ron Cutter and his team at BBNW. When we switched agents a few years ago, we didn't quite know what to expect. What we got is excellent customer service. Their level of expertise in the field with local governments combined with their commitment to customer service is outstanding."

– Jean Ripa, Director of HR, Columbia County

Tim Clarke, MLS, CPCU, AIC
Senior Vice President

Phone: 503.219.3223
Email: tclarke@bbnw.com



Tim has over 30 years of insurance, claims and risk management experience, including insurance company claims management, insurance agency claims and risk management, and law enforcement. Tim oversees Brown & Brown Northwest's risk management services team, providing training and consulting services to help clients manage their risks successfully.

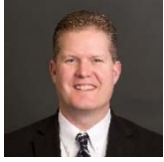
Tim is a licensed agent in Oregon, Washington, California, Arizona and Nevada, and has designations as a Chartered Property and Casualty Underwriter (CPCU) and an Associate in Insurance Claims (AIC). Tim is a graduate of the United States Air Force Military Police Academy. He has a B.S. in Business from the Portland State University and graduated with his Masters in Legal Studies from Arizona State University's Sandra Day O'Connor School of Law.



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Geoff Sinclair, ARM
Vice President & Account Executive

Phone: 503.790.9364
Email: gsinclair@bbnw.com



Geoff began his insurance career in 1996 in the claims department with Self-Insured Management Services. In 2002, Geoff moved “in house” to SDAO where he was later named the Director of Claims/Litigation and PACE Services. Geoff joined Ron Cutter and the Brown and Brown Northwest team in 2017. His specialized experience in the public entity sector provides him with a unique ability to represent and provide his clients with the best options available along with real world advice.

Geoff graduated from Willamette University with a B.S. in Business Economics. He is a licensed agent in Oregon and Washington and has his Associate in Risk Management (ARM) designation. Geoff is an associate board member of the Oregon School Safety Officers Association and the past Board Chair for the Make-A-Wish Foundation of Oregon, currently sitting on their Ambassador Board. Geoff is a frequent speaker at OASBO, OSSOA, OFSMA, SDAO, PACE, OFCA, OWRC and Colorado Special Districts Association.

Cathi Pham
Lead Account Manager

Phone: 503.219.3266
Email: cpham@bbnw.com



Cathi has been a member of the BBNW Public Sector team for well over a decade. She would serve as the Account Manager for the County, handling the day to day activities such as additions, deletions and policy changes. She is a licensed Property & Casualty agent in Oregon, with over 15 years of experience in the insurance industry. She began her career in accounting and has moved on to specialize in insurance programs for governmental accounts. Currently, she focuses on providing great service to our more complex clients because of her timely, detailed responses, and strong involvement in the marketing and renewal process for property, liability, auto and workers’ compensation lines of self-insured coverage.

Born and raised in Oregon, Cathi graduated from Portland State University with a Bachelor of Science Degree in Business Administration, with majors in Finance and Marketing. She also holds her Certified Insurance Counselor (CIC) and Certified Insurance Service Representative (CISR) designations. She is currently working towards her Certified Risk Manager (CRM) designation.

Bianne Tyerman, CISR
Account Manager

Phone: 503.790.9335
Email: btyerman@bbnw.com



Bianne joined Brown & Brown after graduating from Oregon State University. She holds a Bachelor of Science in Psychology with a minor in Business and Entrepreneurship. She immediately obtained her property and casualty insurance license and recently earned her CISR (Certified Insurance Service Representative) designation and is already working towards her CIC (Certified Insurance Counselor). Bianne maintains a book of primarily Public Entity customers. She loves to use creative solutions to solve our client’s complex problems. Bianne cares about her community, and volunteers weekly with Portland Public Schools teaching a leadership elective.



ATTACHMENT E

Sid Friedman, AU, AINS
Workers Compensation Specialist

Phone: 503.790.9338
Email: sfriedman@bbnw.com



Sid is one of our Public Entity Team Senior Account Managers and our Excess Workers Compensation Specialist. He has been with Brown & Brown Insurance for a decade working in commercial lines, including governmental entities. Prior to Brown & Brown, Sid worked for a national underwriting company with experience in commercial property casualty and workers compensation underwriting and workers compensation claims management. Sid is extremely detailed and has very good working relationships with both underwriters and clients. He is a graduate of Whitworth University where he earned his Bachelor of Science.

Description of providing similar services to Oregon public entities of similar size with the past five years:

BBNW's experience is significant in serving accounts similar in size and complexity to Clackamas County. Oregon county accounts that BBNW currently serves include:

Multnomah County
Marion County
Lane County
Jackson County
Columbia County
Yamhill County
Deschutes County
Douglas County

In addition, BBNW is the agent of record for 10 out of the largest 11 cities in Oregon. Moreover, we currently serve other complex public entities such as Portland Public Schools, Salem Keizer School District, Hillsboro School District, North Clackamas School District, Eugene School District, Metro, Portland State University, Portland Community College, Oregon State University and many, many others. We are happy to share an entire customer list should the County like to see it.

Items BBNW has provided to improve our customers programs are numerous and include the following:

- Robust risk services specific to the County's needs
- Online tools provided by our firm to an unlimited number of users (specifically Zywave and Succeed, detailed in Appendix C&D)
- Detailed modeling of risk exposures to ensure appropriate procurement of limits.
- Group purchasing of risk transfer vehicles.
- Inclusion of actuarial services.
- Thorough review of the County's "Total Cost of Risk" (TCOR).

BBNW's business model is rooted in solving our customer's problems by providing a robust "Menu of Services". We have hundreds of examples of service offerings that have benefitted our customers. We manage the overall "Total Cost of Risk" of our customers by providing services that include, but are not limited to:



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Actuarial Services

Our service offerings can include actuarial services should the County desire. This would come in the form of a self-insured funding study every 3 years for one line of coverage (excess liability or excess workers' compensation). The actuarial services would be provided by Bickmore Actuarial, at no additional cost to the County.

APIP Property Program

BBNW is the only broker whose public sector service team is in Oregon and has access to the APIP program. As the largest property placement in the world, APIP's size and market relationships enables us to deliver a customized program for your organization offering lower rates, broader coverage, increased sub-limits, and hands-on claims management. Currently, APIP has nearly 9,000 members with a total insurable value (TIV) of \$650 billion. Several of our customers have enjoyed both significant premium savings and coverage improvement with this London program. As APIP is an Alliant affiliated program, of course they also have access to it. Its important to note however, there is no difference in pricing of the APIP program whether its brought to you by BBNW or Alliant.

Risk University

Tim Clarke has developed a 14-module risk management training program designed to get supervisors, managers and directors on board with good risk management practices. The sessions would be conducted at the pace desired by Clackamas County, with the participants of your choosing. Topics include:

What is Risk Management	Contracting
Executive Risk Management Team	Claims Administration
Risk Management Expectations	Employment Liability
The Law	Insurance Policy Analysis
Loss Exposures	Best Practices
OSHA	Work Plan
Safety Committees	Risk Finance

As we will discuss below, regular meetings allow us to help you understand and strategically plan to minimize your "total cost of risk". Our proven service offerings allow you to maximize the value of each dollar the public has entrusted you with.

BBNW can also bring the services of our sister company, Procor to the table. Procor Solutions consists of services including forensic accounting to assist the County in maximizing insurance recoveries in large property losses. While Procor Solutions does come at an additional cost, in most cases that cost is covered as claim preparation services provided on the property policy.

The webinar BBNW hosted with Procor is an example of their services and expertise. The purpose of webinar was to assist our customers in recovering as much as possible from FEMA due to the wildfires. To view the webinar click [HERE](#).



Description of the firm’s ability to meet the requirements in Section 3:

The Scope of Work outlined in Section 3 mirrors the services we provide each of our self-insured governmental customers. With our in-house expertise in risk transfer, claims management, risk management, and risk analysis/control, our team is intentionally formed to provide the services itemized in Section 3 to a tee.

Description of what distinguishes the firm from other firms performing similar services:

As stated in our cover letter, we believe the distinguishing differences of our firm are numerous. A specific example of our distinguishing abilities is pointing out to the County the gap in coverage you had regarding professional liability claims arising out of federally funded health clinics. The County has now purchased an insurance policy to rectify this coverage gap. Other areas we distinguish ourselves include:

Length of experience serving Public Entities in the State of Oregon:

Ron Cutter, Geoff Sinclair and Tim Clarke have been serving Oregon public entities for over two decades. Specializing not just in the public sector, but in Oregon’s public sector is an important differentiator and should not be underestimated. As the public sector is all our experienced team does, we are very efficient and effective at assisting our customers in reducing their overall cost of risk. Each person on the service team who would be assigned to Clackamas County has been serving Oregon’s public sector for a decade or more.

Familiarity with the insurance needs of counties specifically, and governmental entities generally.

BBNW’s Public Entity team services more of Oregon’s counties than any other agency by a considerable margin, measured by premium volume, population as well as number. Currently, the counties we represent include:

Multnomah	Marion
Lane	Douglas
Deschutes	Yamhill
Columbia	Jackson

Our team is intimately familiar with the insurance needs of counties of your complexity and size, particularly with significant self-insured risks that affect your total cost of risk.

Self-insured expertise for governmental entities.

BBNW has the most self-insured public entities in Oregon by a large margin. Of the 16 self-insured entities in the state, BBNW is the agent of record for 12 of them. This benefits our clientele because of our access to viable markets, relationships in the marketplace and negotiating leverage to ensure we are obtaining the best pricing, terms and conditions available. When a large loss happens, we know who to call, they know who we are, and they understand what be demand our customers receive.



ATTACHMENT E

Agent's ability to solicit competitive insurance coverage proposals for all insurance carriers and to analyze the coverage offered.

BBNW has exclusive access to specific insurance markets that target governmental entities. This gives BBNW leverage to negotiate with current carriers to ensure the lowest premiums possible.

While we agree most large brokerage firms have access to the same (or similar) markets, BBNW has two distinct markets that most others do not. First, BBNW is the only broker in Oregon that can bring options from Allied Public Risk (or APR). APR provides excess liability coverage for our city and county self-insureds on a group basis as described above. The coverage we have negotiated is very broad and priced very aggressively.

Secondly, BBNW is the only agent that has a public entity practice located in Oregon that can bring the County options from APIP. As discussed above, APIP is a powerful property insurance solution designed to meet the extensive needs of America's municipalities. As the largest property placement in the world, APIP's size and market relationships enable us to build a customized program for your organization offering lower rates, broader coverage, and hands-on claims management. Currently, APIP has nearly 9,000 members with a total insurable value (TIV) of \$650 billion. Some of our customers currently enjoying the significant benefits of APIP are City of Hillsboro, Portland Public Schools, City of Salem, City of Eugene, Marion County, Jackson County, Portland Community College, and many others.

While it may be a reoccurring theme that our volume of public sector business is a distinct advantage, it most certainly applies here. Insurers are aware of our volume of large governmental entities in Oregon and as such, we secure terms and conditions that others cannot. This extends to not only pricing and terms but also aggressive claims resolutions in our customers favor.

"Lane County is very pleased with the level of service BBNW provides. Ron and his team are well-qualified and knowledgeable in a wide range of services. The BBNW professionals understand the needs of our organization and continue to be an invaluable resource in managing the risks and resources of the County."

– Lisa M. Lacey, Risk Manager, Lane County



SCOPE OF WORK

Provide a brief analysis of your firm’s philosophy on risk management and of the risk issues you as relevant to Clackamas County in the next three years:

Our philosophy on risk management could best be described as "holistic". Our team wants to weave into the fabric of the County. It's not just the Sheriffs Department and Health Department/Centers that have risk issues. Our team is prepared and equipped to delve into all areas of the County's risk, top to bottom.

There is likely not a claim or risk related issue that Clackamas County could encounter that our team has not addressed in the past. Large fires, employment related claims, jail claims, abuse allegations, volunteers, comfort animals, drones, construction contracts, cyber issues and much more are issues our team consults with clients daily.

"The biggest differentiator between BBNW and other brokers would be the expertise and risk services BBNW provides. Tim Clarke is a resource that the City utilizes over and over again."
– Mina Hanssen, Director of HR, City of Salem

In terms of the current risk issues we believe relevant to Clackamas County, we believe they would include:

- Law Enforcement
- Employment related claims
- Cyber, including social engineering and ransomware
- Auto related exposures
- Workers' compensation with the addition of presumptive claims
- Property related exposures including earth movement, wildfires and flooding, all potentials at Clackamas County.

Of these, we believe the highest priority to the County (an most Oregon cities and counties) is law enforcement, including jail exposures. Police shootings, false arrest, allegations of deliberate indifference/improper medical care, and inmate fatalities are a challenge for any Oregon entity providing law enforcement.

Additionally, COVID-19 related risks are something that needs to be considered.

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What services do you believe should be performed by an insurance broker for an account like Clackamas County? If your firm is selected as Clackamas County’s insurance broker, what would your suggested service plan be?

The BBNW’s public entity team strives to provide the highest degree of effective and professional services. We know that constant communication between our team members and yours is critical for a successful outcome of minimizing the County’s total cost of risk. If chosen, we would recommend monthly meetings at the onset of our relationship to help better understand the goals and challenges of the County. We remain on a monthly meeting schedule with many of our customers (Yamhill County, Columbia County, City of Gresham, City of Hillsboro, etc.) however once we establish a good understanding of County goals, challenges and operations, it’s possible we could go to every other month or quarterly. The frequency of our meetings will always be whatever the County desires but we believe having them more often for now, benefits the County and your team.

Prompt response to each of the county’s insurance-related questions – Our team understands prompt responses to all inquiries are of the utmost importance. Because of this, we have developed the following internal standards and guidelines. We meet or exceed this standard without fail:

Task	Minimum Service Standard
Return phone calls	Within 4 hours
Prepare certificate or evidence of insurance	Within 24 hours (same day if requested by noon)
Answer written response	Within 24 hours
Provide a formal written service plan	Within one month of assignment
Conduct renewal strategy meeting	4 months prior to expiration
Request updated renewal information	4 months prior to expiration
Receive updated renewal information	3 months prior to expiration
Send renewal submission to markets	75 days prior to expiration
Coordinate underwriter meetings with insured	As required
Insurance quotes due	45 days prior to expiration
Present renewal results	30 days prior to expiration
Bind coverage, issue certificates, auto ID cards and finalize policy summary	10 days prior to expiration
Prepare premium allocation breakouts for client	Within 7 days of binding coverage
Invoices sent	Within 7 days of the effective date
Forecast premiums for budgeting purposes or as needed	6 months prior to renewal
Prepare service fee letter	Within 15 days before/after renewal
Review policies and non-premium endorsements	Within 30 days of receipt
Deliver policies	Within 60 days of renewal
Review and invoice annual audits	Within 10 days of receipt
Review and invoice premium endorsements	Within 10 days of receipt



ATTACHMENT E

Risk Control/Loss Control services will be provided and incorporated into our Internal Annual Service Plan. Meeting with the County staff regularly will provide the guidance and support the County is seeking. We recommend monthly meetings if the County is agreeable. Below are just some of the risk management services available to the County at no additional cost:

Program Administration



- » Rate projections and forecasting
- » Premium and loss allocation by department
- » Annual reports, Council presentations and objective setting

Risk Management Programs



- » Development of risk management manuals and disaster plans
- » Analysis of your corporate structure
- » Review of all procedural manuals

Insurance Consultation



- » Aggressive marketing of your insurance program to all available carriers
- » Specification development
- » Service expectation (scope of work) development
- » Timeline development and coordination
- » Development of new and specialty markets
- » Full marketing disclosure
- » Detailed coverage analysis
- » Audit dispute resolution
- » Classification code review
- » Recommendations and service plan development and implementation
- » Expanded supply of coverages
- » Flat fee arrangements for compensation

Contractual Risk Management



- » Boilerplate insurance wording
- » Tailored construction wording
- » Indemnity clause consulting
- » Certificate checklist

Volunteer Risk Management



- » Policy statement design
- » Volunteer coordinator training and risk identification program
- » Volunteer risk identification program
- » Creative insurance options

Loss Prevention Services



- » Client self-inspection checklists
- » Emergency evacuation plans
- » Fleet safety programs
- » Premises liability safety surveys
- » Advanced property protection
- » Negotiating optimum loss control services with insurance companies



ATTACHMENT E

Claims Cost Containment



- » Internal and experienced claims advocates
- » Quarterly claims reviews to lower reserves
- » Employer at Injury Program requirements and Early Return to Work programs
- » Preferred provider relationships
- » Catastrophic claims management
- » Pre-loss legal services

Other Risk Services



- » Property and machinery risk engineering
- » Transportation solutions
- » Legal services

Training Seminars and Topics

These training seminars are available to the County upon request either in person or online and all are included in our flat fee. Additional topics may also be available upon request.

- » Accident Investigations - Overview of accident investigation and importance of this process to your entity (aimed at those staff members on the front line of incidents)
- » Anthrax Overview - Overview of Anthrax, outbreak history and treatment
- » Appropriate Physical Contact for drivers interacting with the public - Group work on cases studies and how to handle them
- » Asbestos Awareness - General understanding of asbestos, main types, health risks, products, risks to health and awareness
- » Bloodborne Pathogens - General overview of standards, compliance, needle sticks, OSHA, controls, exposures, work practices and recordkeeping
- » Bomb Threat Response - Overview of what to do and what to look for when a bomb threat takes place
- » Chemical Hazards - Attributes of a good Hazcom program
- » Contract Review
- » Defensive Driving - Basic defensive driving course designed for all drivers
- » Emergency Planning - Basic steps to take before an emergency and overview of making your plan
- » Globally Harmonized System (GHS) - Overview of GHS and the timeline for implementation
- » Hazard Communication - Communicating and training employees on your Hazcom program
- » Indoor Air Quality - Understanding IAQ, health effects, causation agents, sources, controls and legislation
- » Intro to OSHA - Overview of what OSHA does and how they help you
- » Lockout/Tag out - Introduction to the lockout/tag out program
- » Machine Guarding - Why guard your equipment, methods and the law
- » Managing Your Claims Process - The claims process, how it affects you and how you can control it
- » Office Safety - Overview of office risks, lighting, electrical safeguards, evacuation process and safety
- » Safety and Health Programs - Overview of safety and your workplace
- » Safety Committees - What a good safety committee should know and do
- » Spill Cleanup - Basic steps when a spill takes place
- » Safety Orientation - Overview of importance for new employees on safety



ATTACHMENT E

- » Slip and Falls - Overview of risks, maintenance, reporting and training staff
- » Stress and Stretching - Interactive training designed to show staff how to reduce stress and prepare for work so they feel better
- » Supervisors Role, Class 1 - Overview of supervisor's role in safety and training
- » Supervision and Your Safety Program, Class 2 – Teaching managers to be more interactive without creating a new role
- » The Role of a Safety Committee and its Members - Overview of the safety committee and what their true role is
- » Taking customer accident reports - Basic training on customer service and dealing with injured people
- » Walking & Working Surfaces - General training on trip/fall hazards, fall protection, ladder safety and more
- » Workers' Compensation 101 - Understanding the work comp process and how you can make it work for you and your employees

Additionally, BBNW offers access to our online risk management tool, ZyWave. An unlimited number of the Counties employees can be given access at no additional cost and demonstrations of ZyWave are available upon request. Additional information can be found in the Appendix.

As indicated previously, Brown & Brown is currently the 5th largest insurance broker in the country. However, Brown & Brown operates under a “decentralized” structure, meaning BBNW is largely autonomous in our operations bringing the County the “best of both worlds” of large company clout and resources with small company service and ability to be nimble in our offerings.

Our Public Sector business model is based on an “Internal Annual Service Plan”, which integrates our broad array of services. We work with you and your staff to initially establish your risk management plan and goals and help you set priorities within an established set of guidelines. We set measurable goals for which we are held accountable, so in essence our actions and deliverables for the County end up writing our “Performance Standards” each year. This formal working document accomplishes a number of important items:

- » Expectations of service, personal contacts and routine meetings are agreed upon
- » Special project timelines are firmly established and met
- » Risk Management program structural issues are addressed
- » All service items are reviewed and prioritized annually
- » Team members for all parties are identified



ATTACHMENT E

Our sample internal service plan for Clackamas County is as follows:

ACTIVITY	DATE	RESPONSIBILITY AND STATUS
Manage Insurance Program <ul style="list-style-type: none"> • Complete Policy Review • Design of program • Marketing plan • Marketing meeting with U/W • Meeting with client • Manage Insurance Program 	120 Days prior to renewal	Cutter and BBNW Team
Risk Evaluation & Services <ul style="list-style-type: none"> • Loss control evaluation • Program review • Safety review • Review of training process • Defensive Driving training • Risk exposure ID and mgmt solutions • Risk University 	Ongoing Ongoing Ongoing Ongoing Ongoing Ongoing As needed As needed	Clarke
ZyWave / Elements RM Resource: Training and Implementation <ul style="list-style-type: none"> • Password Issues • Succeed Introduction 	As needed	Clarke
Safety Topics <ul style="list-style-type: none"> • Contract Review • Coverage Question and Analysis 	Ongoing	Cutter
Claim Consultation <ul style="list-style-type: none"> • Reporting P&C Claims • Follow up with adjusters • Coverage advocacy • Claim Processing & Management 	Ongoing	Clarke
Claims Review <ul style="list-style-type: none"> • Property & Casualty Claims Review 	Quarterly	Clarke
Meet with Client <ul style="list-style-type: none"> • Risk Meeting 	Monthly or Quarterly	Cutter and Clarke



ATTACHMENT E

Describe the method you will use to secure competitive premium quotes for Clackamas County's insurance program:

Successful marketing for a self-insured entity like Clackamas County is hinged on relationships, leverage, aggressive negotiations and most of all, integrity and full transparency to our carriers and clients. We would look at three basic elements to determine which insurers will be the best fit.

- **Service** – What good is your insurance contract if your insurer provides poor claims service? We thoroughly analyze a carrier's ability to serve their insured in all aspects of the insuring relationship and determine who is best equipped to excel in this area. Geoff Sinclair was the Director of the PACE and SDAO Claims and Litigation department for many years, so he knows what levers to pull and what buttons to push.
- **Price** – As all governmental entities are subject to scrutiny over expenses, we would ensure you are not paying any more than absolutely needed for the coverage required. We are better equipped to negotiate the lowest premiums than any of our competitors due to our relationships and market size.
- **Coverage** – This is where the old adage "you get what you pay for" applies. We don't want cheap coverage for the sake of saving a few dollars on the front end, then losing much more in the event of a bad claim due to inferior coverage. While there are similarities from county to county in Oregon, Clackamas County is unique including your risk profile and risk appetite. We strive to help you find the perfect risk transfer vehicle that addresses your specific needs, rather than roll you into a common program that doesn't fit your risk profile.

OPEEP is a good partner to Clackamas County and their coverage form is very good. We believe they can continue to be an excellent option for the County into the future. However, BBNW will not accept that as a given. We will ensure OPEEP continues to be the best option for the County by seeking other alternatives. The excess liability market is classified as hard (characterized by a high demand for insurance coverage and a reduced supply) and carrier partner options are shrinking. Our team is equipped to make sure the County always has options.

The property market is also very hard. Industry losses, insurer profitability, hurricanes, flooding, uncertainty related to COVID-19 related claims and wildfires on the west coast (and within the County) will make for difficult insurance renewals.

It is vital that the County select an insurance agent of record that is equipped in expertise, specialization, market access, market relationships and the tenacity to navigate the tough waters ahead.



ATTACHMENT E

Identify the property and casualty markets that currently write Oregon public entity/local governmental risks and are available to your agency. Will any of your markets guarantee rates for multiple years? If so, please describe:

The property/casualty markets that have current business in Oregon is fairly limited and includes the following that are “currently” writing Oregon public entity business:

Property: CIS, SDAO, PACE, Munich, Travelers, APIP, Lexington and Affiliated.

Liability (primary and excess): CIS, SDAO, PACE, AWAC, OPEEP, Munich and Genesis.

BBNW has access to each of these markets and is the only agency in Oregon that can say that. This is evidence of the deep reach into the marketplace due to our expertise. Given the condition of the insurance marketplace (hard, characterized by increasing premiums and decreasing capacity), multiple year rate guarantees are not achievable. The exception to this is in the excess workers compensation where we have negotiated several two and three year rate lock agreements.

The insurance marketplace for Oregon’s cities and counties has remained consistent over the last few years. Some of our county customers are self-insured while others are members of City County Insurance Services. Due to the scrutiny on police nationally, we expect our self-insured customers with law enforcement and jail exposures to see a fairly sizeable increase for 2021-22. While OPEEP is a great partner to Clackamas County and provides excellent coverage, we believe it is in the County’s best interest to select an agent of record with demonstrated deep market access.

Property lines of coverage would be considered a “hard” market rather than firm. Losses nationally due to hurricanes, flood and wildfire have impacted insurer/reinsurer profitability over the last few years. The underwriting community is very concerned about the possibility of earthquake in the Northwest as well as wildfires. As such, we anticipate property rates to go up an average of 20% for 2021-22. BBNW is one of two agents that have access to Alliant Property Insurance Program (APIP) in Oregon which would be an option for the County. Coverage in the APIP program is broader than other more traditional coverage forms. It should be noted we are able to exactly mirror both the terms and pricing of any APIP quote that were to come from Alliant directly using their broker of record services. They do not have an advantage over Brown & Brown.



FEES

All service offerings outlined in our proposal are included within this fee. BBNW does not charge additional fees for our services. In some instances, a particular line of coverage is not obtainable net of (or without) commission. These would include Faithful Performance and Public Officials bonds as well as flood coverage through the NFIP. BBNW discloses all instances to the County that would require we receive commission.

BBNW is proposing a flat fee of \$39,500 annually. In addition, we would seek an annual escalation of 3% of our fee. Other than referenced above, BBNW would collect no additional compensation beyond our flat fee. It should be noted however, in some instances we utilize the services of wholesalers to gain access to additional markets. BBNW would seek the approval of the County before a wholesaler is engaged. In these instances, the wholesaler would receive commission if coverage is placed through them. This would include Brown & Brown owned wholesalers (Apex).

While the broker fee is an important consideration in the County selecting your Agent of Record, it is vitally important the selection committee select the agency they believe is best suited to minimize the County's total cost of risk (TCOR). TCOR would consist of insurance premiums, claims paid under retentions/deductibles, third party administrative costs, broker fees and County staff time dedicated to managing risk. We believe with our location, market access, experience, negotiating strength and specialization, BBNW is the County's best option.

With regard to the "optional" work as identified in Exhibit A of the proposed contract (work on behalf of WES, North Clackamas Parks and Rec, the Development Agency of Clackamas County and the Housing Authority of Clackamas County), BBNW would likely charge an additional 7.5% to 8.5% of net premiums as a fee on the accounts we are able to charge a fee in lieu of commission (based on current DCBS guidelines). Otherwise, our compensation would be standard commission. With regard to WES specifically, we estimate savings over the next 5 years being well over \$150,000, perhaps close to \$200,000, with our proposed compensation.

THANK YOU


We look forward to speaking with you and answering any questions that you may have. We value face to face communication in everything that we do so please do not hesitate to ask for a meeting or call anytime. Thank you very much for the opportunity.




REFERENCES

This list includes some of the public entity customers BBNW is currently serving. We are happy to provide more references at your request. Specifically, if the committee would like to see some special district customers for the purposes of the “optional” work identified in Exhibit A, we are happy to provide them. They include the largest special districts in Oregon: Tualatin Fire and Rescue, Tualatin Hills Park and Rec and Tualatin Valley Water District. Below are long term customers:


 Yamhill County
Ken Huffer
County Administrator
hufferk@co.yamhill.or.us
(503) 434-7501

 Columbia County
Jean Ripa
Director of Human Resources
Jean.Ripa@columbiacountyor.gov
(503) 397-7264

 Jackson County
Harvey Bragg
Deputy County Administrator
BraggHD@jacksoncounty.org
(541) 774-6009

 Multnomah County
Michelle Cross
Risk Manager
michelle.c.cross@multco.us
(503) 313-4000


 Marion County
Justine Flora
Risk Manager
JFlora@co.marion.or.us
(503) 584-7786

 Lane County
Lisa Lacey
Risk Manager
lisa.lacey@lanecountyor.gov
(541) 682-3971

“I enjoy working with Ron Cutter and staff at Brown and Brown. They are always professional, expedient, and happy to help whenever I call. I always feel like Ron considers the City’s best interests in his proposals, offering a balance of coverage that fits both our corporate culture and business needs.”

– Debra Bullard, Human Resources, City of Tualatin

The following is a more recently engaged customer reference:

 Oregon City School District
Gail Lockard
Safety & Risk Management Coordinator
Gail.lockard@orecity.k12.or.us
(503) 785-8514



COMPLETED PROPOSAL CERTIFICATION

PROPOSAL CERTIFICATION

Insurance Brokerage and Risk Management Consulting Services

Submitted by: Brown & Brown of Oregon, LLC
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

ATTACHMENT E

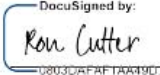
(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature:  _____ Date: 10/5/2020

Name: Ron Cutter Title: Senior Vice President, Public Sector Practice Leader

Firm: Brown & Brown of Oregon, LLC

Address: 601 SW 2nd Ave, Suite 1200

City/State/Zip: Portland, OR 97204 Phone: (503) 219.3270

e-mail: RCutter@bbnw.com Fax: (503) 914.5470

Contract Manager:

Name Ron Cutter Title: Senior Vice President, Public Sector Practice Leader

Phone number: (503)219.3270

Email Address: RCutter@bbnw.com



APPENDIX A: SUCCEED



A Holistic Solution to Manage Risk, Control Loss and Compliance

	Online Training Library Multitude of bilingual PowerPoints, policies and training shorts		Certificate of Insurance Management Manage your COIs to control liability and risk
	HR & Benefits Database Resources and handbooks for all 50 states		Behavior-Based Safety Programs Build behavior-based safety programs with job hazard analyses
	Incident Tracking/Trending & Claims Reporting Trend incidents, report claims and print OSHA Logs		Job Description Tracking Access a pre-loaded library of comprehensive job descriptions and create Modified Duty assignments
	Safety Data Sheet Management Be compliant with OSHA hazardous material standards and the new Globally Harmonized System		Employee Training Management Automate scheduling and reporting using online training
	Audit & Survey Compliance Create audits, surveys, questionnaires and self-assessments		Client Testimonial Jennifer Massey talks about how the Risk Management Center has helped her organization

Benefits at a Glance

- ✓ Comprehensive risk management platform eliminates the need for multiple programs
- ✓ Ease through web-based application
- ✓ Complete library of safety and risk management materials based on industry best practices
- ✓ Tools for a true behavior-based safety program
- ✓ Comply with regulatory requirements
- ✓ Improve profitability through reduced costs and increased productivity



Brown & Brown Northwest
 2701 NW Vaughn Street, Ste. 340, Portland, OR 97210
 503-274-6511 | 800-654-5565
bbnw.com



APPENDIX B: ZYWAVE INTRODUCTION



NORTHWEST

Welcome to Brown & Brown Northwest *CLIENT PORTAL*

With both time and resources at a precious premium, it's become increasingly difficult to do your job, let alone manage insurance costs and stay informed on legislative developments. Brown & Brown NW 24-hour online tool acts as a springboard from which you can better gather and organize information and data and solve the everyday problems that hamper your ability to work more efficiently and effectively. *Please note that not all of our clients have access to all sections of our Client Portal; the scope of portal access depends on the lines of business we manage for each client.*

To save our clients from having to visit the various sections of our portal to view postings, we also post all P&C, Employee Benefits posted documents to our home page for easy viewing and access from one place. Featured newsletters and new documents from our various document libraries are also illustrated on our home page for easy retrieval.



Property & Casualty – P&C Tab

Due to their sporadic nature, workplace violence and disasters such as wildfires and chemical spills tend to capture the general public's attention only when they transpire—and then wane from their field of vision as the intensity of the event subsides. Such incidents, though, are never off the radar screen of conscientious risk managers, who must prepare for the worst no matter how infrequently—if ever—a tragedy threatens



to impact your business. Our P&C modules house an assortment of Web links designed to help you manage your RM and insurance needs on topics including environmental exposures, loss prevention and occupational disease.

Our P&C Clients can access relevant resources from the Safety Center, OSHA, Document Library, Online Services and Resources sections of this site tab. Risk Managers can "Ask an Expert" here about their risk management questions.

Safety Center – Employee Newsletters

Here we provide resources to promote workplace safety such as ready-to-print employee newsletters in categories of Auto Safety, Employee Protection, Organizational Safety and Personal Risk Management. From driving safety practices and proper boating techniques to conducting organizational meetings that address workplace hazards and potential on-the-job injuries, our ready-to-print P&C newsletters contain informative specifically created to help protect your employees both on the job and off.

OSHA Compliance - We've Got You Covered!

When it comes to OSHA compliance, we've got you covered. To help you simplify and manage your OSHA reporting, we've gathered the occupational safety resources you need into one easily accessible spot, with functionality and content designed to help you efficiently meet your OSHA reporting needs.

Create and Maintain Your OSHA Divisions

Create and edit divisions within your company with this handy one-stop setup tool. Includes the ability to search for and specify SIC and NAICS codes.

OSHA Compliance and Analysis

This module provides you with quick links to OSHA forms 300, 300A and 301, and gives you the ability to analyze the incidents contained within those forms.

Everything You Wanted To Know About OSHA But Were Afraid To Ask

We know you don't have time to hunt around for the OSHA information you need, so we included a link to FAQs, where you'll find useful information about OSHA record keeping guidelines and related resources.

Your OSHA Forms



NORTHWEST

Need to generate a Log of Work-Related Injuries and Illnesses or a Summary of Work-Related Injuries and Illnesses for a specific division in a specific year? The OSHA forms module enables you to create PDF versions of both OSHA 300 and OSHA 200 forms.

Maintain Your OSHA Log Entries

Edit, view, or delete log entries with the log maintenance wizard, which makes maintenance easy and guarantees that your records are always current.

View Your OSHA Log

Lists all OSHA incidents for your company. View all the pertinent information entered into your OSHA log analysis at any time.

Recent OSHA Incidents

Use the Log's handy at-a-glance view to effortlessly stay up-to-date on your most current entries, viewing all the pertinent information entered into your OSHA Log Analysis.

Generate an OSHA Report

Generate up-to-the-minute OSHA reports, drilling-down by injury type, body part, group or divisions, and time period. The system stores information from year to year, and by tracking work hours, it automatically calculates incident rates and enables you to make comparisons to national averages based on SIC (Standard Industrial Classifications) code as reported by the Bureau of Labor Statistics.

P&C Document Library

When you need to resource information fast, our Document Library provides instant access to a host of downloadable articles covering a variety of topics, exactly when you need them! Articles are conveniently grouped Claims Cost Containment, Loss Control, Employee Communication, OSHA Compliance, and Safety Awareness.

Resources

From ergonomics to surety bonds, RM Resources features hundreds of industry-related Web links that we're sure you'll find useful, in one easily-accessible place.

Employee Benefits – Benefits Tab

Our employee benefits brokerage and consulting services philosophy is based on our strong knowledge of the local marketplace and industry trends and employee benefits management as a strategic initiative. Five-star



service along with cutting-edge technology enable us to customize employee benefit programs that will meet your needs and objectives. In this section of our portal you will find:

Benefits Postings from Brown & Brown NW

Current news and information about various health and welfare employee benefit plan laws, rules, regulations and current events.

New Benefits Documents

Showcases recently posted benefits documents from all document categories including the newest ZyWave newsletters, posters, checklists, etc.

Featured HealthShop Newsletters

These newsletters address a wide range of health-related issues. Here you'll find information to teach your employees about the pros and cons of alternative medicines, how to research and choose the right doctor and healthcare facility, and more.

Resources

Links to external government websites, associations, wellness resources and many other organizations and vendors that help our clients to administer their benefit plans and educate their employees.

Compliance**Compliance Postings from Brown & Brown NW**

Posted Compliance Focus bulletins and Legislative Briefs with what is new and urgent in the arena of health and welfare employee benefit plan laws, rules and regulations.

Ask our Compliance Expert

Submit any health & welfare benefit plan questions to our compliance specialist, Communications and Compliance Manager for our Portland office.

Question of the Day

ZyWave answers a specific compliance question each day for your review.

Online Legislative Guides and Forms

Our Legislative Guides give you quick answers to tough questions. You are directly linked to an exclusive set of comprehensive guides full of federal and state legislation on topics such as COBRA, HIPAA, HIPAA Privacy and Section 125. Additional information includes Frequently Asked Questions (and Answers), Forms, References, and answers to daily questions.





NORTHWEST

Health and Wellness Center

The fluid state of today's complex healthcare industry can leave even the best consumers weary, frustrated and groping for answers. Worse, this confusion can cause them to make ill-advised decisions that can prove costly to their health and well being. T

The Health and Wellness Center of our portal provides ready-to-print "HealthShop Quarterly" newsletters in four core sections: At the Pharmacy, At the Doctor's Office, Home Care and Your Health Plan. These newsletters address a wide range of health-related issues. Your employees can learn about the pros and cons of alternative medicines, how to research and choose the right doctor and healthcare facility, how to dispute a claim, and a host of other topics designed to keep them healthy and productive.

Benefit Document Library

When you need to resource information fast, our Document Library modules provide instant access to a host of downloadable articles covering a variety of topics, exactly when you need them! Articles are conveniently grouped by general category. T

The handy **Search feature** in our Benefits Document library subsection allows you to search by key name hundreds of other resources available to you via our ZyWave partnership.

Employee Benefits Resources

From wellness to legislation, Resources features hundreds of benefit-related Web links that we're sure you'll find useful, in one easily-accessible place. Select any of the popular topics to narrow your search; Benefit Plans, Healthcare, Human Resources, Legislation and Law and Wellness.

Community/Surveys Tab

Need Answers Fast? Visit our Community

Join the conversation! Need a question answered about a COBRA or FMLA issue you are currently faced with? Wondering about OSHA's hazardous material labeling requirements, or the required rest period for employees in your state? With our Insurance & HR Community, your answer could be a click away! Share information and resources with the Community's interactive forum that allows you to post questions to your peers, provides insight into other users' questions, and enables you to track responses based on topics or individual questions.



Share Portal Tab

Here you can view who within your organization has access to your Client Portal (and with what level of viewing authority), and if you have Account Contact Administration rights, you may add other portal users from within your organization (or contact your BBNW Service Team and we will be happy to add other Users to your portal).

Username and Password Retrieval

You will not need to reset your prior MyWave site Username and Password. If you have forgotten how to log in to your site, unfortunately, Brown & Brown NW cannot access your Username and Password on our end; you will need to retrieve this information by visiting <http://brownandbrownnorthwest.clientportalonline.com>. Click on "Retrieve your login information?"

First enter your email address and "Get Username". Your Username will shortly be emailed to you. Then, return to the same location with your Username, and "Request New Password". Your new Password will then shortly thereafter be emailed to you.

Once you have both your Username and new Password, you can access your Client Portal.





ITEM FOR ACTION–CONSENT AGENDA

Date of Meeting

March 6, 2024

Title

Approve Personnel Action

Presenter

Brooke Wagner, Director of Human Resources

Background

The board may adjourn executive session to review and discuss employee performance evaluations pursuant to ORS 192.660(2)(i) and to consider information or records that are exempt by law from public inspection pursuant to ORS 192.660(f).

Recommendation

The board will receive a copy of the resolution on personnel items as soon as they have been finalized.

The superintendent recommends that the board adopt the proposed resolution on personnel actions.

MEMO TO: Board of Directors
Eugene School District 4J

FROM: Dr. Andy Dey, Superintendent

DATE: March 6, 2024

SUBJECT: PERSONNEL ACTION

Based on the recommendation of the Assistant Superintendent for Administrative Services and accepted by the Superintendent, the Superintendent recommends the Board adopt the following Resolution regarding the future contract status for the following personnel. A separate report is provided in the case of any nonrenewals or nonextensions recommended.

RECITALS

WHEREAS, School District No. 4J, Lane County, Eugene, Oregon is a fair dismissal district as defined in ORS 342.815 and is subject to the teacher and administrator dismissal, contract renewal and nonrenewal, contract extension and nonextension procedures set forth in ORS 342.805 to 342.930,

WHEREAS, the statutory time for renewal or nonrenewal of contracts for probationary teachers and probationary administrators is by March 15 of each year,

WHEREAS, the statutory time for extension or nonextension of contracts for contract teachers is by March 15 of the first year of their two-year contracts,

WHEREAS, the statutory time for extension or nonextension of contracts for administrators is by March 15 of the second year of their contracts,

WHEREAS, the District's time for extension or nonextension of contracts for personnel employed and assigned on an annual basis is by March 15 of each year,

WHEREAS, the District's time for extension or nonextension of contracts for personnel employed pursuant to two-year contracts is by March 15 of the first year of said contracts,

WHEREAS, the District's time for renewal or nonrenewal of contracts for temporary teachers, as that term is defined in ORS 342.815 (10), and other temporary personnel hired for employment only during the 2023-24 fiscal year is by March 15,

WHEREAS, the District will renew, not renew, extend, or not extend employment contracts, as set forth in the resolutions below,

RESOLUTION

BE IT HEREBY RESOLVED, by the District School Board meeting in regular session, that the following actions are hereby taken with respect to the following teachers, administrators, and other named categories of employees:

A. ELECTION OF PROBATIONARY TEACHERS AND ADMINISTRATORS

The contracts for the following probationary teachers and probationary administrators are renewed for one year, 2024-25, and the status of said probationary teachers and administrators advanced will be as set forth below:

1. TEACHERS, Advanced to Second Year Probationary Status, Full-Time:

167690
160349
170963
170374
170218
166865
171053
170948
163519
171045
164786
165486
171381
170532
170953
171055
170181
160906
167030
171048
167631
170965
170243
171042
167634
170796
167301
167456
164544
170690
167739
166020
167284
167737
171043
167140
170971
170551
167756
170972
167395
170977

170982
170978
170384
165619
170523
171088
166797
170306
170199
171056
166877
170618
170506
170975
160738
171025
170983
171054
170191
166318
171071
170990
167191
171120
167148
170993
171069
170854
165541
137180
167552
167388
170272
166773
166337
167431
171070

2. TEACHERS, Advanced to Second Year Probationary Status, Part-Time:

171061
170222
164768
164942
167616
163708
161959
167764
171046

171067
171066
166627
162521
166654
171086

3. TEACHERS, Advanced to Third Year Probationary Status, Full-Time:

166218
170304
171032
170148
166895
164323
170007
161309
170009
170010
167699
170949
170011
165146
170966
150025
160776
170954
167217
167733
167122
170955
170180
130223
170956
170173
167302
166960
170013
164352
170022
171035
170503
167147
170023
171036
170167
166444
170933
170969

165952
170223
170127
170169
160318
170973
166053
137301
170203
167419
167621
170042
170118
170950
135449
167187
167413
170045
167748
170970
170957
167144
167638
167216
165553
170976
170103
170161
170044
164805
166649
170046
166437
166188
167206
171030
167732
170050
170018
170061
170109
166948
170207
166273
171014
170210
167761
170104
167225
170065

161815
170999
164608
166934
167240
165336
171438
170116
170178
162388
170209

4. TEACHERS, Advanced to Third Year Probationary Status, Part-Time:

161105
167251
170182
167101
170217
165811
167517
137284
166840
134991
166843
167104
166790
162211
136788

5. ADMINISTRATORS, Advanced to Second Year Probationary Status, Full-Time:

170935
131453
170931
170884
163707
163230
170932
171020
170885

6. ADMINISTRATORS, Advanced to Third Year Probationary Status, Full-Time:

130660
170093

170096
135201
162226
170251
134842
162234
167751
167772

B. ADVANCEMENT OF PROBATIONARY TEACHERS TO CONTRACT STATUS:

The following third-year probationary teachers are elected as contract teachers, with the status set forth below, and their contracts extended through June 30, 2025:

TEACHERS, Advanced to Contract Status, Full-Time:

167108
166951
167243
167130
166952
170115
166365
167124
170008
167137
167138
160982
163469
166953
166763
166954
166874
166789
167015
166955
160945
166037
166957
170012
166959
162968
166988
166961
166962
167012
135662
170014
170100

166872
162119
167131
170037
170101
161347
166945
163433
164546
170075
166969
167129
165958
166804
166747
165016
133710
167664
166989
161593
165125
166972
167190
166991
166403
166999
166360
167011
170155
165957
166541
166974
167052
167157
166977
166775
167107
166714
166978
166552
161759
166950
170242
164978
167113
166976
166979
165593
167109
166949

170062
167123
166134
170063
166958
166981
166799
166982
166855
163577
167111
163163
166929
170067
166458
166271
170071
167188
167051
166807
166975
167575
166984
166219
167156
166985
166794

1. TEACHERS, Advanced to Contract Status, Part-Time:

165805
166505
167208
132559
166833
166563
167238
164943
166875
163832
134478
137517
135680
166854
170070

C. NONRENEWAL ACTION RELATING TO PROBATIONARY
TEACHER AND ADMINISTRATOR CONTRACTS

The employment contracts for the following probationary teachers and probationary administrators shall not be renewed for the 2024-25 school year, and the employment contracts of the educators below will expire in June 2024: None.

D. EXTENSION ACTIONS RELATING TO CONTRACT TEACHER CONTRACTS:

1. The employment contracts for all current contract teachers, unless listed below, are extended for a new two-year period, from July 1, 2024 through June 30, 2026.
2. First time nonextensions of contract teachers. The 2023-24 to 2024-25 contracts for the following contract teachers shall not be extended: None.
3. Second time nonextensions of contract teachers. A second time non-extension means that the contract teacher's employment contract will expire and the teacher will not be re-employed the following school year. The contracts for the following contract teachers shall not be extended and will expire on June 30, 2024: None

E. ADVANCEMENT OF PROBATIONARY ADMINISTRATORS TO CONTRACT STATUS:

The following probationary administrators are elected as contract administrators, with the status set forth below, for the term of July 1, 2024 - June 30, 2027:

167247
160541
166937
167002
135149
135683
163565
135931
167006
167001
166909
170076

F. EXTENSION ACTIONS RELATING TO LICENSED CONTRACT ADMINISTRATORS:

1. The employment contracts for the licensed contracted administrators listed below are in effect from July 1, 2023 through June 30, 2026. No action is taken on these contracts:

160088
166202
166204

166178
162905
161135

2. The employment contracts for the licensed contracted administrators listed below, for the term in effect through June 30, 2025, shall be extended by one year, through June 30, 2026:

165276
137496
163694
164186
130052
135176
166730
133312
161425
165886
135167
133050
165911
161803
163263
132550
131334
133366
133431
131030
163700
163724
166258
162874
165272
163317
131454
135636
162894
136858
166702
135659
164662
162037
165200
130000
131221
163192
160949

3. The contracts for the following contract administrators shall not be extended: None.

G. EXTENSION ACTIONS ON ANNUALLY ASSIGNED PERSONNEL:

The contracts for the following personnel are extended for one year, through June 30, 2025.

1. REGISTERED NURSES:

166393
164552
170714
171365
170406
167384
163935
166755
162240
166980
171095
166688
166781

2. ADMINISTRATORS, with Annual Assignments:

162637
166540
170227
170967
162892
162909
171378
164061
164039

3. OTHER PERSONNEL, with Annual Assignments:

165326
160731
166751
131709
160099
165270
161793
167447
170928
165119
164241
165253

165865
133188
166710
161375
136425
133732
137023
167159
162412
167007
133934
166261
164742
170583
162018
134439
161377
166112
136729
133737
164947
166986

H. EXTENSION ACTIONS ON PERSONNEL WITH TWO-YEAR CONTRACTS:

The employment contracts for the following Assistant Superintendents and other personnel listed below, for the term in effect through June 30, 2025, shall be extended by one year, through June 30, 2026:

170434
170205
162121
165365
133372

I. ACTION ON TEMPORARY PERSONNEL:

1. TEACHERS, Temporary (less than .5 FTE):

125590
171034
171481
171087
133961
135688
124904

170533

2. TEACHERS, Temporary (.5 FTE to less than 1.0 FTE):

171483
164578
134528
166359
171418
162340
170388
170187
171283
163152
125123
170301
130177

3. TEACHERS, Temporary, Full-Time:

137491
166584
170964
170655
166389
171146
171026
170316
170878
171310
171241
166795
170650
171100
171173
170974
170208
171497
137155
170989
171019
171092
167674
170902
160286
164913
163003
171072

4. ADMINISTRATORS, Temporary, Full-Time: None

5. OTHER PERSONNEL, Temporary:
165229
170968
170764
130299
170078

6. SCHOOL NURSES, Temporary (less than .5 FTE): None

7. SCHOOL NURSES, Temporary, (.5 FTE to less than 1.0 FTE): None

8. SCHOOL NURSES, Temporary, Full-Time: None

The Superintendent announces the resignation or retirement of the following staff members:

164570
165319
167513
171029
171033
130984
163957
164189
166256
167420
167282



ITEM FOR ACTION - CONSENT AGENDA

Date of Meeting: 3/6/24

Title: Out of State field trip to Washington D.C.

Presenter: Brandon Lasher, Teacher/Advisor
Chris Mitchell, Principal Cal Young MS

Background:

We have two students who have been invited to attend the National Oratory Retreat. This opportunity is for the students to work with a group of teaching artists in D.C. and perform their prepared speeches at the Ford Theater.

Budget/Resource Implications:

*Ford's Theater Education is paying for the Hotel, Round-Trip Flight and Most Meals
Families are covering incidentals
School is covering the Subs*

Recommendation:

The Superintendent recommends the approval of this travel request.

(Itinerary is attached)

Itinerary Form

Section I – General Information *(check all that apply)*

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School: Cal Young Middle School

Name of group: Cal Young Speech & Debate

Dates of travel: 5/3-5/7

Initiator: Brandon Lasher

Destination: National Oratory Retreat at Ford's Theater Education in Washington D.C.

Number of nights of overnight stay: 4

Number of school days students will miss: 3

Rationale for missed school days:

The National Oratory Retreat is an opportunity for only a few students in the entire country to work with the Ford's Theater Education program. They will work with teaching artists in D.C. and perform their speeches at Ford's Theater at their festival.

Number of students (if overnight, give gender identity breakdown): 2, one male and one female

Number of chaperones (if overnight, give gender identity breakdown): 2, one male and one female

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

Brandon Lasher, Cal Young Teacher and National Oratory Fellow: Lead Chaperone- Bed Checks and Supervising Students in the National Oratory Retreat Activities.

██████████, Parent Volunteer: Chaperone- Bed Checks and Parent of Eleanor Pape

Section II – Transportation and Lodging Information

- Transportation: 4j bus Non District commercial transportation (bus, train, plane) must be SPAB
- 4j mini bus (Type 20) Rental Vehicle (no rental of 15-passenger vans allowed) when a flight is needed

For use of 4J minibus or Rental Cars, please identify the 4J current certified mini-bus drivers:

Name of Driver(s): _____

Number of miles round trip: 5633

Name the type(s) of non-district transportation to be used, including to & from airport & company name:

United Airlines- Eugene Airport to Ronald Reagan Washington National Airport
Taxi from Ronald Reagan Washington National Airport to Hotel

Name and location of lodging and description of room arrangements (chaperones may not share rooms with students; see AR). Include breakdown of students & chaperones by gender identity and bed check assignments here. The bed check schedule should be uploaded separately. Students are not allowed to stay with host families without written permission from the Superintendent or designee:

Brandon Lasher- Room #1 (Teacher and Lead Chaperone. Responsible for room checks.)

Room #2 (Chaperone and Parent Volunteer. Responsible for room checks.)

Room #3 (Student Attendee)

Room #4 (Student Attendee)

(Each Student will share a double room with another same gender student attending the National Oratory Retreat. 14 total students are attending the Retreat.)

For all travel requests, transportation details and a pre-trip driver requirements forms (If driving a Type 20 NCSO minibus must be included).

Section III – Itinerary

Date / Time	Activity
5/3 (4 A.M.)	Arrive at Eugene Airport
5/3 (6 A.M.)	Leave on United Flight
5/3 (8 A.M.)	Arrive at Seattle or Denver Airport
5/3 (9:30 A.M.)	Leave on United Flight to Washington D.C.
5/3 (3 or 4 p.m.)	Arrive at Reagan National Airport in Washington D.C.
5/3 (4:30 p.m.)	Taxi from Airport to Yotel Washington D.C. (415 New Jersey Ave NW, Washington, DC 20001)
5/3 (7 P.M.)	Pizza Party Opening Reception (Ford's Theater Education)
5/3 (9:30 P.M.)	Bed Check at Hotel
5/4 (9:45 A.M.)	Meet in Lobby of Ford's Theater Education
5/4 (10 A.M.)	Icebreakers/Improv Games (National Mall)
5/4 (11:45 A.M.)	Oratory Workshop (Ford's Theater)
5/4 (1 P.M.)	Lunch
5/4 (1:30 P.M.)	Practice Speeches at Lincoln's Memorial
5/4 (4:30 P.M.)	See, Think, Wonder Workshop (Ford's Theater)
5/4 (6 P.M.)	Dinner with Other Fellows and Students
5/4 (7:30 P.M.)	See "Little Shop of Horrors" (Ford's Theater)
5/4 (10 P.M.)	Bed Check at Hotel
5/5 (10 A.M.)	Work on Student Speeches (Ford's Theater)
5/5 (11:45 A.M.)	Fortune Cookie Speeches (White House Visitor Center)
5/5 (1 P.M.)	Lunch
5/5 (2:15 P.M.)	Tableau and Improvapalooza (Ford's Theater)
5/5 (5 P.M.)	Dinner as a Retreat
5/5 (9:30 P.M.)	Bed Check at Hotel
5/6 (10 A.M.)	Morning at Museum (Tour at the Ford's Museum and See One Act Play About Lincoln)
5/6 (12:30 P.M.)	Lunch
5/6 (1:30 P.M.)	Dress Rehearsal at Ford's Theater Stage



ITEM FOR ACTION – CONSENT AGENDA

Date of Meeting:

March 06, 2024

Title:

Out of State field trip for the South Eugene Concert Choir & Dorians Jazz Choir to Disneyland Park in Anaheim CA for musical performances and education

Presenter:

Chris Dobson, South Eugene HS Music Teacher

Description:

This field trip to Disneyland for the students to perform was done every other year prior to COVID. The hope is to make this available to students again. It is reported to be one of the highlights of South Eugene Choir students' experiences in high school. The trip is "optional" and there are no repercussions if students are unable to participate. However, the classes are taking this trip together, with the majority of the students reporting that they will participate in an informal initial survey.
(Itinerary is attached)

Budget/Resource Implications:

This will be paid for using ASB funds, fundraising, and parent contributions.

Itinerary Form

Section I – General Information *(check all that apply)*

First time travel for this group/itinerary OR Annual/Repeated trip (i.e. annual Fall choir retreat)

School: South Eugene High School

Name of group: Dorians Jazz Choir and Concert Choir

Dates of travel: May 23rd through 27th, 2024 Initiator: Chris Dobson

Destination: Disneyland Resort, Anaheim CA

Number of nights of overnight stay: 4

Number of school days students will miss: 2

Rationale for missed school days:

Travel to the Anaheim area takes one day. Our studio recording vocal workshop is scheduled for Friday, May 24th. This date is scheduled by Disney and is not flexible.

Number of students (if overnight, give gender identity breakdown): 20. 8 girls, 10 boys, 2 gender neutral.

Number of chaperones (if overnight, give gender identity breakdown): 4. Two male and two female.

Background checks will be completed and verified on all chaperones. Fingerprinting is required for chaperones for overnight trips.

What specific responsibilities have been assigned to the chaperones?

Keep groups together. Room checks. Refer problems to the teacher and react to emergent situations. Provide assistance to the teacher and other chaperones as needed. Meet once per day to review the day's activities and changes. Assist with the group moving through the airports and ensuring all students are where they are required to be on time.

Section III – Itinerary

Date / Time	Activity
	See attached complete itinerary.



SOUTH CHOIR

SEHS Concert Choir and Dorians Jazz Choir

Disneyland Trip Itinerary
May 23rd through 27th, 2024
Ed. 1/3/2024

Thursday, May 23rd — Travel Day

- TBD Meet at the Eugene Airport
- TBD Board flight to Anaheim area
- TBD Transfer to hotel in Anaheim (Anaheim Desert Inn & Suites)
- TBD Check in, get settled in.
- TBD Dinner in chaperoned groups.
- 11:00 PM Room checks. All students are in their own rooms all night. Sleep is strongly encouraged.

Friday, May 24th — Performance Day

- 7:45 AM Breakfast. Uniforms and instruments are placed in the rental car
- 8:30 AM Walk to Disneyland Resort. Group is only to go to the Disney California Adventure park this morning.
- c.9:00 AM Enter California Adventure, walk to “Red Food Truck” meeting location. Explore park in chaperoned groups.
- TBD Meet at “Red Food Truck” meeting location.
- TBD Disneyland Guide meets us and takes us backstage. Dress into uniforms in designated dressing area. Place belongings in rental car during performance.
- TBD Group performs at Hollywood Backlot Stage in the Disney California Adventure park.
- TBD Change back into normal tour clothes, return instruments and uniforms to the rental car.
- TBD Afternoon and evening in chaperoned groups.
- 10:00 PM California Adventure closes.
- 11:00 PM Disneyland closes.
- 11:30 PM Room checks.

Saturday, May 25th — Workshop Day

- WEAR CLOSED-TOED SHOES TODAY!
- 8:30 AM Breakfast at hotel. Spend time in your own room, sleep in, or hang out with a chaperoned group in an approved public space.
- 10:00 AM Meet outside lobby, walk to Disneyland.
- 10:30 AM Explore Disneyland in chaperoned groups
- TBD Meet at the entrance to Toontown in Disneyland, beneath the “population” sign.
- TBD Our Disneyland Guide will meet us at the entrance to Toontown and escort us backstage.

TBD Soundtrack Vocal Workshop
TBD End of workshop.
TBD Evening in chaperoned groups.
10:00 PM California Adventure closes.
11:00 PM Disneyland closes.
11:30 PM Room checks.

Sunday, May 26th

8:00 AM Breakfast at hotel.
8:30 AM Walk to Disneyland Resort. Morning in chaperoned groups.
3:30 PM Meet at Hollywood Backlot Stage in the Disney California Adventure Park.
3:45 PM Watch other groups performances.
4:15 PM Evening in chaperoned groups.
10:00 PM California Adventure closes.
11:00 PM Disneyland closes.
11:30 PM Room checks. Pack your bags and clean up your room tonight!

Monday, May 27th

TBD Meet outside hotel lobby.
TBD Transfer to airport
TBD Arrive at the airport
TBD Board flight
TBD Arrive EUG
TBD Meet families for pickup at the airport.

IMPORTANT REMINDERS

- Stay in chaperoned groups at all times, except when you are in your own room at night.
- Drinking alcohol, using illicit substances (including marijuana), engaging in sexual activities of any kind, or breaking any school rule or law will net you swift, serious consequences, both legal and institutional.
- You may not leave the hotel without a group AND a chaperone.
- You may not leave the secure areas in Disneyland without a group AND a chaperone.
- You are only allowed in your own room at the hotel, unless you are in an approved public place with a group AND a chaperone.
- Emergencies: call 911, then have chaperone call Chris. If an emergency occurs involving a chaperone or Chris, contact other groups to alert the adult who is with the group.



ITEM FOR ACTION — CONSENT AGENDA

Date of Meeting

March 6, 2024

Title

Approve a Change to the Current Board Meeting Date of March 20, 2024 to April 03, 2024 and a Revision of Board Meeting Calendar to Accurately Reflect the January 17, 2024 Board Meeting Date to January 24, 2024 Due to Ice Storm (2nd Read)

Presenter

Jenna McCulley, Chief of Staff

Background

The current calendar has a board meeting scheduled on March 20, 2024. This meeting date is two days before spring break begins, when staff is working to tie up loose ends before leaving for the week.

A meeting on April 3 instead of March 20, 2024 would better serve the district, after staff returns from the break. The current meeting calendar has 2 meetings in March and 1 meeting in April — the proposed revised draft calendar would have 1 meeting in March and 2 meetings in April scheduled.

In addition, the proposed revised draft calendar notes the board meeting date change from January 17 to the actual date of January 24, 2024. That change was necessary due to the ice storm.

**2023 – 24 Calendar of Scheduled Meetings for
Eugene School District 4J Board of Directors
July 1, 2023 – June 30, 2024**

Eugene School District 4J, 200 North Monroe St., Eugene, OR 97402 • www.4j.lane.edu • 541-790-7700

<u>Meeting Dates</u>		<u>Materials Delivered to Board</u>
Wednesday, August 02, 2023	Regular Board Meeting	July 28, 2023
Wednesday, August 16	Regular Board Meeting	August 11
Wednesday, September 06	Regular Board Meeting	September 01
Wednesday, September 20	Regular Board Meeting	September 15
Wednesday, October 04	Regular Board Meeting	September 29
Wednesday, October 18	**TBD	October 13
Wednesday, November 01	Regular Board Meeting	October 27
Wednesday, November 15	**TBD	November 10
Wednesday, December 06	Regular Board Meeting	December 01
Wednesday, December 13	**TBD	December 08
<i>(changed to second Wednesday due to winter break)</i>		
Wednesday, January 17, 24, 2024	Regular Board Meeting	January 12, 2024
<i>Meeting moved to 1 week later, due to buildings being closed and dangerous conditions caused by severe ice storm</i>		
Wednesday, February 07	Regular Board Meeting	February 02
Wednesday, February 21	**TBD	February 16
Wednesday, March 06	Regular Board Meeting	March 01
*Wednesday, April 03	Regular Board Meeting	March 28
Wednesday, April 17	**TBD	April 12
Wednesday, May 01	Regular Board Meeting	April 17
Wednesday, May 15	**TBD	May 01
Wednesday, June 05	Regular Board Meeting	May 15

If needed, a Work Session and/or Executive Session will be added to Regular Board Meetings.

Board meetings are normally held the first and third Wednesdays of each month at 7 p.m. at the Eugene School District Education Center, 200 North Monroe Street. Meeting materials are typically delivered to board members on the Friday preceding each meeting.

*Calendar meeting date change

** Held for possible work session, executive session or regular board meeting

NOTE: Additional meetings may be scheduled and meetings on this list may be rescheduled. Board members and staff are asked to hold all Wednesdays in case an additional meeting is scheduled.

**2023 – 24 Calendar of Scheduled Meetings for
Eugene School District 4J Board of Directors
July 1, 2023 – June 30, 2024**

Eugene School District 4J, 200 North Monroe St., Eugene, OR 97402 • www.4j.lane.edu • 541-790-7700

<u>Meeting Dates</u>		<u>Materials Delivered to Board</u>
Wednesday, August 02, 2023	Regular Board Meeting	July 28, 2023
Wednesday, August 16	Regular Board Meeting	August 11
Wednesday, September 06	Regular Board Meeting	September 01
Wednesday, September 20	Regular Board Meeting	September 15
Wednesday, October 04	Regular Board Meeting	September 29
Wednesday, October 18	**TBD	October 13
Wednesday, November 01	Regular Board Meeting	October 27
Wednesday, November 15	**TBD	November 10
Wednesday, December 06	Regular Board Meeting	December 01
Wednesday, December 13	**TBD	December 08
<i>(changed to second Wednesday due to winter break)</i>		
Wednesday, January 17, 2024	Regular Board Meeting	January 12, 2024
Wednesday, February 07	Regular Board Meeting	February 02
Wednesday, February 21	**TBD	February 16
Wednesday, March 06	Regular Board Meeting	March 01
Wednesday, March 20	**TBD	March 15
Wednesday, April 17	Regular Board Meeting	April 12
Wednesday, May 01	Regular Board Meeting	April 26
Wednesday, May 15	**TBD	May 10
Wednesday, June 05	Regular Board Meeting	May 31

**At the board meeting held on August 2, 2023, the board voted to keep the model of 2 regular board meetings per month until after the board retreat, October 6, 2023. The board will revisit alternating regular board meetings with work or executive sessions vs. all dates being regular board meetings after October 6, 2023.

If needed, a Work Session and/or Executive Session will be added to Regular Board Meetings.

Regular board meetings are normally held the first and third Wednesdays of each month at 7 p.m. at the Eugene School District Education Center, 200 North Monroe Street. Meeting materials are delivered to board members on the Friday preceding each meeting.

NOTE: Additional meetings may be scheduled and meetings on this list may be rescheduled. Board members and staff are asked to hold all Wednesdays in case an additional meeting is scheduled.



Eugene School District 4J
200 North Monroe Street
Eugene, OR 97402-4295
541-790-7700
www.4j.lane.edu

ITEM FOR INFORMATION

Date of Meeting

March 6, 2024

Title

Camas Ridge Elementary School Continuous Improvement Plan (SCIP) Presentation

Presenter

Hobie Blackhorn, Camas Ridge Principal



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ITEM FOR ACTION

Date of Meeting

March 6, 2024

Title

Decision on Superintendent Contract

Presenter

Maya Rabasa, Board Chair



ITEM FOR ACTION AT A FUTURE MEETING

Date of Meeting

March 6, 2023

Title

City of Springfield Housing Diversity Tax Exemption (HDTE)

Presenters

City of Springfield Staff: Katie Carroll, Housing Analyst, Development & Public Works Department; Nathan Bell, Director of Finance

Background

Springfield City Council is considering adopting a property tax exemption to incentivize the development of multiple-unit housing that meets certain requirements in specified transit-served areas of Springfield. This tax exemption is known as the multiple-unit property tax exemption (aka MUPTE) in Eugene, but Springfield is calling it the Housing Diversity Tax Exemption (HDTE). The program would exempt property taxes on new residential improvements (land, non-residential, and existing improvements would still be taxed) for 10 years. The idea behind the exemption is that by forgoing some property taxes, more multiple-unit housing projects will “pencil” and be built than would be without the exemption.

The City is pursuing this because Springfield has a need for more housing units and a greater variety of housing. Springfield has a very low vacancy rate, and the majority of housing is detached single-family, which leaves fewer options for community members of various household sizes and incomes. Additionally, if projects don’t pencil, they won’t be built. If a project doesn’t get built, the City and other taxing districts lose out on the revenue that project would generate over its lifetime once its exemption period ends.

For the exemption to apply to the tax levy of all taxing districts and not just the City’s, the City needs support from enough other districts to equal at least 51% of the total tax levy. City staff is reaching out to other districts to let them know the Council is considering adopting this program and to see if other districts have any questions or concerns with the program. If the City moves forward with adoption, it will formally request support for the program from other impacted districts, including 4J.



MEMORANDUM

February 28, 2024

To: Eugene 4J School Board

Subject: Housing Diversity Tax Exemption (codified at ORS 307.600-637)

The Springfield City Council is considering adopting a property tax exemption to stimulate the creation of housing. The **Housing Diversity Tax Exemption** program (HDTE) would incentivize the development of new multiple-unit housing in transit-served and core areas of Springfield. It is commonly known as the Multiple-Unit Property Tax Exemption, or “MUPTE.” In Lane County, the cities of Eugene, Cottage Grove, and Florence have already adopted it.

The exemption lowers operating costs for a project’s first ten years by exempting some property taxes, making more housing projects “pencil” (be financially feasible to build). High land costs, construction costs, and interest rates over the last few years have made incentives like this more critical for spurring development.

Why is Springfield contacting the Eugene 4J School Board about the HDTE?

The tax exemption would only be available in certain transit-served areas of Springfield designated by the City. One of the areas under consideration is a portion of Glenwood around Franklin Boulevard that is within a 4J tax code area (see attached map for program areas).

The tax exemption would only apply to the tax levy of the City unless the City receives support from enough other districts to equal at least 51% of the total tax levy. If the City Council adopts the tax exemption, the City will ask the School Board to support the program by allowing it to also apply to the School District’s tax levy.

Is there a need for more multiple-unit housing in Springfield?

Springfield’s 2011 Residential Land and Housing Needs Analysis, which looked at the community’s housing needs from 2010-2030, estimated that 40% of new housing needed would be multiple-unit housing. In 2010, around 17% of the City’s housing units were multiple-unit; by 2022, multiple-unit housing made up 16% of housing units.¹ **The share of multiple-unit housing has shrunk slightly during the last decade.**

Why is the City of Springfield pursuing this?

Goal: Increase the Supply and Diversity of Housing

- **Springfield has a rental vacancy rate of just 1.6%.²** A generally accepted healthy rental vacancy rate is around 5%. A low supply of housing drives up prices and makes it more difficult for people to move to and remain in our community.
- Most homes in Springfield are single unit detached residences. Supporting the addition of **new multiple-unit housing would provide more options for our community members** to find housing at a price and size that meets their needs. We want Springfield to be a family-friendly

community for all people in every phase of life, whether it's just starting out with a new family or downsizing to a smaller home. Having more housing options will help us meet this goal.

Goal: Promote Growth and Revenue Generation

- **Growth happens where it is development friendly.** By implementing this tax exemption, the City would make it more financially feasible to build in Springfield and attract growth that would help increase Springfield's tax base.
- This tax exemption is intended to spur development that might not otherwise happen. If a project doesn't get built, the City and other taxing districts lose out on the revenue that project would generate over its lifetime once its exemption period ends. While exempting taxes has the potential to decrease revenue in the short-term in some circumstances, **incentivizing new housing development has significant potential to generate new revenue in the long-term** by adding valuable improvements to the tax rolls.

What would the requirements be for getting the tax exemption?

City Council has refined program requirements through several work sessions. To receive the ten-year tax exemption, developers would need to demonstrate through an application that:

- The project will be located within one of the approved program areas.
- The structure will include a **minimum of five new dwelling units**, excluding cottage clusters. This could include newly constructed structures, additions to existing structures, or structures converted from another use to housing.
- The project will **include public benefits** as defined by the program guidelines. The City plans to offer multiple options for meeting this requirement, including a clear and objective pathway, a fee-in-lieu, and an option for open proposals.
- The project will **not be designed or used as transient lodging**.
- Projects for which developers have already applied for a building permit are not eligible.

Additional Details: See the March 4, 2024 [City Council Packet linked here](#). The Program Guidelines and Code are Attachment 2 Exhibit A and Attachment 3 under the Housing Diversity Tax Exemption item.

What are next steps?

The City invites comments and questions from the School Board about the program. A public hearing was held on March 4, 2024, and the program will return to the City Council for consideration of adoption in early April. If adopted, the City will seek formal support for the program from other impacted taxing districts, including Eugene 4J.

Project Contact Information:




Katie Carroll, Housing Analyst
Phone: 541.726.3660
Email: kcarroll@springfield-or.gov

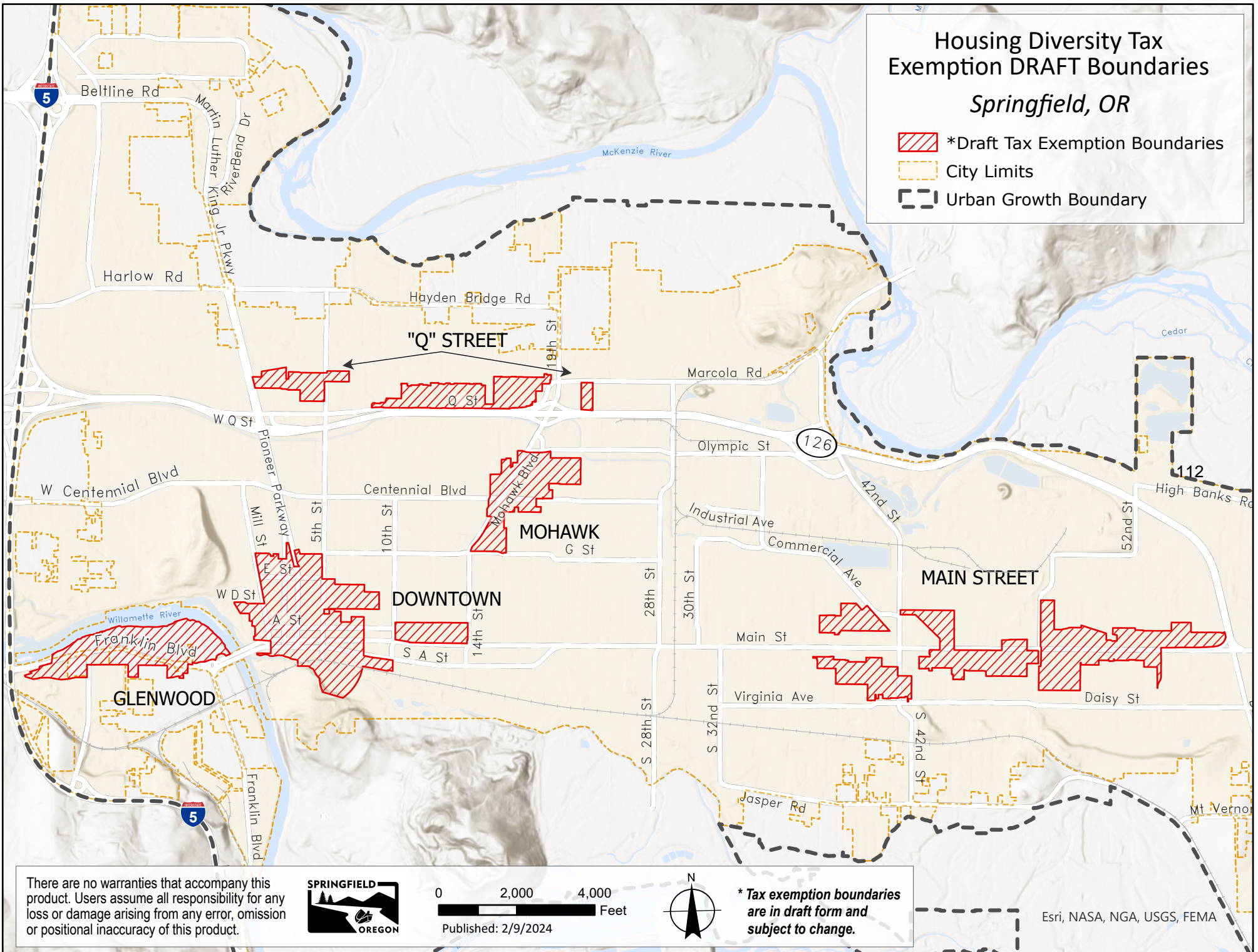
¹ U.S. Census American Community Survey ("ACS") 5-year estimates, multiple-unit includes 5+ unit structures.

² U.S. Census ACS 5-year estimates (2022).

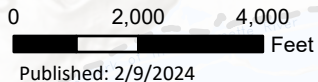
Housing Diversity Tax Exemption DRAFT Boundaries

Springfield, OR

-  *Draft Tax Exemption Boundaries
-  City Limits
-  Urban Growth Boundary



There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission or positional inaccuracy of this product.



*** Tax exemption boundaries are in draft form and subject to change.**

Esri, NASA, NGA, USGS, FEMA



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Housing Diversity Tax Exemption

ORS 307.600-637

Exemption Overview

- State-enabled incentive
 - 8 cities adopted
 - 3 in Lane County
- Incentivize new multiple-unit housing
 - Eligible areas near transit
 - No transient accommodations
 - Projects must provide public benefit



Why?

- **Increase the Supply and Diversity of Housing**
 - Development not keeping pace with demand (**1.6%** rental vacancy*)
 - More options for housing size & price (**16%** is multi-unit*)
- **Promote Growth and Revenue Generation**
 - Make development feasible
 - New revenue over long-term




**U.S. Census ACS 2022*

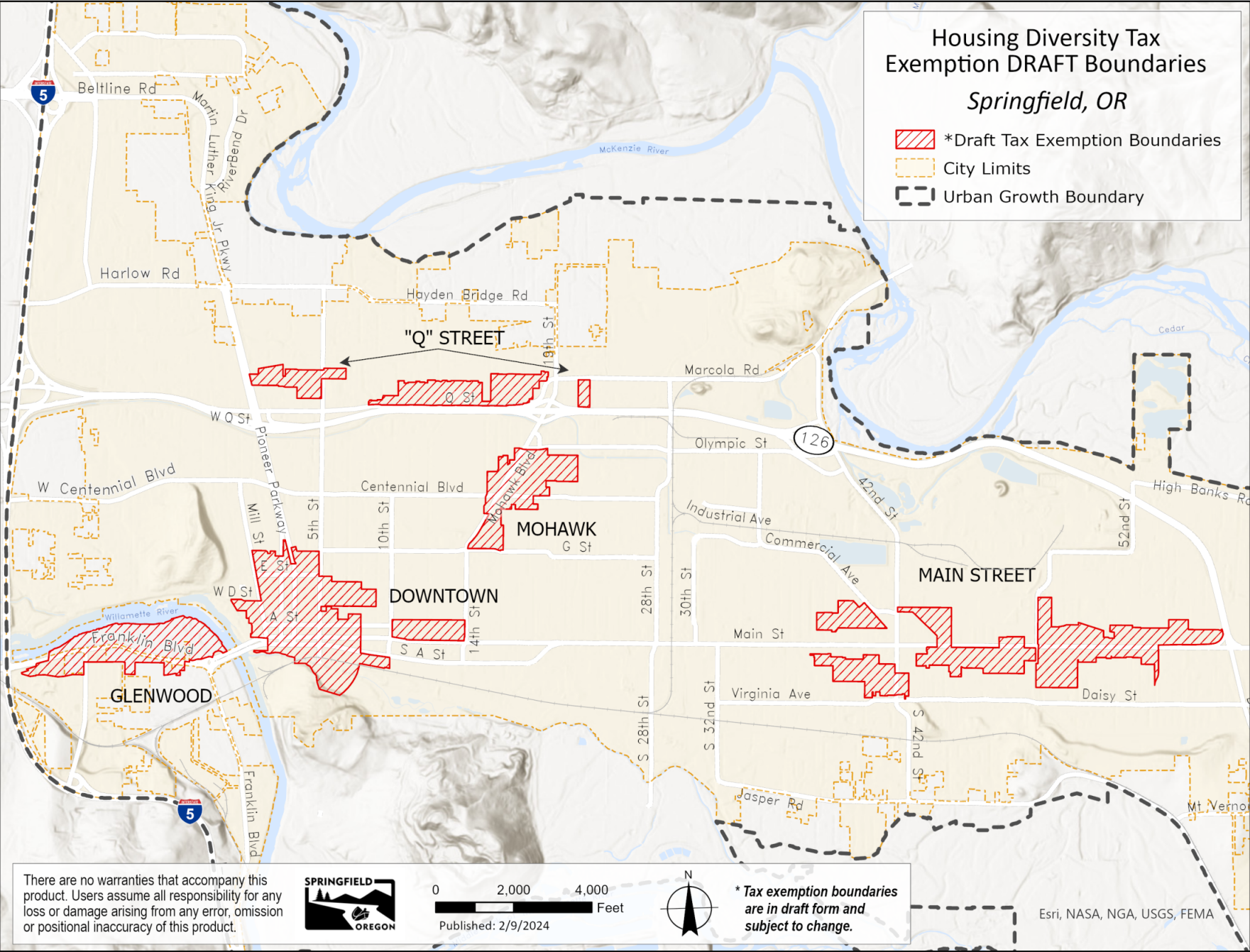
Exemption Scope

- Residential improvements
 - **NOT:** land, existing improvements, new non-residential, parking
- 10 years
- Only City's share unless 51% of levy supports
 - Past support for low-income exemption (LIRHPTE)

Housing Diversity Tax Exemption DRAFT Boundaries

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0 2,000 4,000 Feet
Published: 2/9/2024



* Tax exemption boundaries are in draft form and subject to change.

Esri, NASA, NGA, USGS, FEMA

Application Criteria

- ✓ 5 units minimum
- ✓ Within eligible area
- ✓ Includes public benefits
 - 3 pathways to comply
- ✓ Council rules on applications not meeting clear and objective criteria

Category
Amenities Supporting Bicyclists and Pedestrians
Units Accessible to a Range of Household Sizes
Affordable Housing
Amenities Supporting Mass Transit Use
Dedication of Land or Easement for Public Purpose
Electric Vehicle and Micro-mobility Charging
Offsite ADA Accessibility
Accessible Units
Child Care Center
Energy Efficiency/Green Building
Development or Redevelopment of Underutilized Property
Community Spaces
Moderate Income Housing



Exemption Impact

- Forgo 10 years of some property taxes
- Based on recent development trends, expect approximately 1-2 eligible projects per year
- Council can pause, cap, end program at any time
- Impact on School District is reduced

Next Steps

- City Council considers adoption early April
- Seek formal concurrence from other taxing districts
- Establish application fee with Assessor
- Create outreach and application materials
- Begin accepting applications

