

Draft

Approval of Previous Business Meeting

Minutes:

April 29, 2021

May 6, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, April 29, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**<https://www.clackamas.us/meetings/bcc/business>

*****COVID-19 Updates**<https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

1. Proposed Draft 4th Surge Statement .

Commissioner Savas: Moved to approve the Proposed Draft 4th Surge Statement

Commissioner Fischer: Second

~Board Discussion~

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: No.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 4-1

I. PUBLIC HEARINGS<https://www.clackamas.us/meetings/bcc/business>

1. Approval of Resolution _____ Adopting the Clackamas County Transit Development Plan. (Dan Johnson, Department of Transportation and Development)

~Board Discussion~

Opened Public Comment

In Person:

N/A

Via Zoom

1. Ray Atkinson – Oregon City - Transit Development Plan

2. Dwight Brashear – Wilsonville - Transit Development Plan - SMART

3. Andi Howell – Sandy - Transit Development Plan

4. Taylor Campi – Estacada - Transit Development Plan

5. Tom Strader – South Clackamas Transportation District - Transit Development Plan

6. Angela Nyland – Boring - Transit Development Plan

Closed Public Comment

~Board Discussion~

Commissioner Savas: I move we approve the resolution adopting the Clackamas County Transit Development Plan

Commissioner Schrader: Second

~Board Discussion~

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

2. Public Hearing to Permit a Gate on Hofeldt Drive. (Dan Johnson, Department of Transportation and Development)

~Board Discussion~

Opened Public Comment

In Person:

1. Steve Graeper – Rhododendron Water District – Gate

Via Zoom

N/A

Closed Public Comment

~Board Discussion~

Commissioner Shull: I move we permit Rhododendron Water Association to construct a gate across Hofeldt Drive and direct staff to draft an order formalizing this decision and place it on the consent agenda for formal approval

Commissioner Fischer: Second

~Board Discussion~

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

II. BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

County Counsel

1. Board Order _____ to Revise the Effective Date of Ordinance No. 09-2020 (Short-Term Rentals, Dan Johnson, Department of Transportation and Development)

~Board Discussion~

Commissioner Shull: I move to approve the board order revising the effective date of ordinance No. 09-2020

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

III. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents. This agreement is for \$8,617,314 funded by federal Older American Act Funds and State General Funds. County General funds are using \$318,473 to meet the match requirements for internal programs for the duration of this agreement. – *Social Services*
2. Approval of a Federal Subrecipient Grant agreement with Central City Concern to provide Law Enforcement Diversion Program (LEAD) services. The total amount will be \$318,032.84 funded through the Federal Domestic Assistance Fund and the County General Fund for Affordable Housing. – *CFCC*
3. Approval to apply for a subrecipient grant award with Oregon Health and Science University (OSHU) for Partnership in an Institutional Review Board (IRB) study. OHSU will potentially pay Clackamas Health Center up to \$219,419 over a period of four years. No general funds are involved and no matching funds are required. – *Health Centers*

4. Approval of Amendment #18 and #19 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County. Contract is increased by \$6,093,870 bringing the contract maximum to \$19,499,741. Funding is through the state, no general funds are involved. – *Public Health*
5. Approval of Grant Agreement with Health Share of Oregon for the Help Me Grow Program (HMG). Contract maximum value is \$80,000 with funding through the Health Share of Oregon, no general funds are involved. – *Public Health*
6. Approval of an Amendment #1 with Do Good Multnomah for Veterans Village Services. Contract is not to exceed \$210,006 this will include county general funds at a policy level proposal.- *Admin*

B. Department of Transportation & Development

1. Approval of a Local Agency Agreement No.34356 with Oregon Department of Transportation for the Knights Bridge Road: Molalla River Bridge #06520; Overall Project Cost Estimate: \$3,601,086, funding from State Funded Local Project in the amount of \$3,231,254 and County Road Fund totaling \$369,832. No general fund.
2. Approval of a Contract with Colehour + Cohen Inc. dba C+C for Strategic Marketing Consultant Services for Phases II & III of the County Drive to Zero Project- Total Contract Value \$242,000.00; Drive to Zero Funds (General Funds) \$187,450 + Oregon Department Of Transportation Safe Community Grant \$54,550 – *Procurement*

C. Finance Department

1. A Resolution Approving the Submission of The Assessor's County Assessment Funding FA Grant Application for FY 2021-2022. This grants provides approximately 15% of the revenue for the Assessor's Office.

D. Elected Officials

1. Resolution _____ Appointing Justices of the Peace Pro Tempore for the Clackamas County justice of the Peace District. Pro Tempore Judges are paid at an hourly rate of \$48.55 plus .58 cents per mile for travel to and from the court building. This is included in the Justice Court Budget. - Clackamas County Justice Court

E. Disaster Managment

1. Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program. This amendment will have a \$66,100 increase bringing the total to \$443,381 with funding from FY18 Department of Homeland Security grant. No general fund dollars are involved.
2. Approval to apply for FEMA Hazard Mitigation Grant Program (HMGP) funds to upgrade the existing Upper Sandy River Flood Warning System. Total \$85,000, 25% Local Match \$21,250, Monthly Service Fees \$630. General funds for the 25% match.
3. Approval for FY2020 Emergency Management Performance Grant – Supplemental between Clackamas County and the State of Oregon. The grant agreement value is \$43,066 and the grant is a 50% federal share grant that will reimburse Clackamas County Disaster Management for up to 50% of salaries and benefits for an employee who will focus on the COVID-19 response. This will include general fund.
4. Approval of Amendment #1 Dirgesh LLC dba Econo Lodge Southeast for Providing Hotel Rooms for Homeless Families and Individuals. This amendment will add \$164,700 for an additional 61 units and nights of lodging. Total Contract value not to exceed \$528,400, funded through the state general fund. No county general funds are involved.
5. Approval of Amendment #1 SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals. Amendment will add \$128,100 for an addition 61 units and nights of lodging, funded through state general funds. No county general funds are involved.

Christina Terwilliger read consent agenda

Commissioner Shull: I move we approve the consent agenda

Commissioner Fischer: Second
 Clerk called the Poll
 Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Commissioner Savas: Aye.
 Commissioner Fischer: Aye.
 Chair Smith: Aye –the motion carries 5-0

IV. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

Opened Public Comment

In Person:

1. Yvonne Lazarus - Clackamas County – Voting

Via Zoom

1. Michael Webber – Oak Grove – COVID
2. Cris Waller – Jennings Lodge – COVID Commissioner Shull
3. **Christine Kennedy – Lake Oswego – COVID Story (was not able to connect with)**
4. Bill Wehr - Clackamas County – Public Policy, Public Testimony Commissioner Fischer
5. Angela Nyland – Boring - COVID Outbreaks from Restaurants and Bars, Commissioner Shull

Closed Public Comment

~Board Discussion~

V. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County
[Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Management Signed by Gary Schmidt – 4-22-2021 Request for Ratification by the BCC At the 4-29-2021 Business meeting.	It is for Disaster Management. Approval of an Amendment to a Personal Services Agreement with Northwest Family Services for culturally specific temporary administrative staff for the Public Inquiry Center in relation to the COVID-19 response. This amendment increases the number of staff provided and adds funds to the contract. The contract is increased by \$72,464 for a total maximum contract value of \$108,383. Funds are from the Oregon Health Authority CARES fund. No General Funds are involved. The contract terminates on December 30, 2021.

Commissioner Savas: I move we approve the consent agenda
 Commissioner Shull: Second
 Clerk called the Poll
 Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Commissioner Savas: Aye.
 Commissioner Fischer: Aye.
 Chair Smith: Aye –the motion carries 5-0

VI. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Adjourned 12:05 PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, May 6, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Ice Storm Updates**<https://www.clackamas.us/meetings/bcc/business>

*****COVID Updates**<https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

I. BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

County Counsel

1. Addendum to and Sunset of Emergency Housing Declaration

Commissioner Shull: I move to approve the addendum to and Sunset of Emergency Housing Declaration

Chair Smith: Second

~Board Discussion~

Commissioner Savas: I move to table

Commissioner Fischer: Second

~Board Discussion~

Clerk called the Poll on the motion to table

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

Issued is Tabled

II. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Oregon Insurance Division, Senior Health Insurance Benefits Assistance (SHIBA) - Senior Medicare Patrol (SMP). Total revenue of \$10,000, no general funds are involved.
2. Approval of Community Development Division 2021 Action Plan. Application for \$2,253,017 in Community Development Block Grant (CDBG) funds, \$1,006,963 in HOME funds, and \$192,629 in Emergency Solutions Grant (ESG) funds during the 2021 program year. No general funds involved.
3. Approval of Subrecipient Grant Agreement with Clackamas Women's Services to Provide Rent Assistance Services. This is for \$1,204,804 of COVID rental assistance funds from State and Federal grants. No County General Funds are involved.

4. Approval of Subrecipient Grant Agreement with Northwest Family Services to Provide Rent Assistance Services. \$325,297 of COVID rental assistance funds from State and Federal grants. No County General Funds are involved.

B. Department of Transportation & Development

1. Approval of a Contract with Eagle Elsner, Inc. for the S Central Point Rd and New Era Rd Intersection Realignment; Construction Contract-Total Contract Value \$1,010,101.01- County Road Fund/ HB 2017 Safety. No general funds are involved.
2. Approval of a Contract with Murraysmith, Inc. for the Design Services for the 2022 Paving Packages; Design Contract- Total Contract Value \$570,778.00 - County Road Fund and Community Road Fund. No general funds are involved.

C. Finance Department

1. Approval of a Parking Sublicense Agreement with Weston Investment Co. LLC, dba, American Property Management for the Clackamas County Justice Court. This is a monthly payment of \$140 and will be paid through Justice Court Fees and Fines, no general funds are involved.

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. Technology Services

1. Approval to Purchase HPE Aruba network switches for access layer networks in County buildings. Total purchase price is \$231,209.97 allocated from the budget capital fund within Technology Services.

F. Communications and Emergency Operations Center

1. Emergency Triage, Treat and Transport (ET3) Model Medical Triage Line Funding Opportunity. May receive up to \$1.175 Million dollars over 2-year period. No match or match required from County General Fund.

Christina Terwilliger read consent agenda

Commissioner Shull: I move we approve the consent agenda

Commissioner Savas: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye –the motion carries 5-0

III. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

Opened Public Comment

In Person:

1. Les Poole – Damascus – Action Needed – Public Testimony – Trust in Government
2. Charles Gallia - Clackamas County – Poverty in the united states (hand out) wants to make sure that the misinformation about Race

Via Zoom

1. Cris Waller – Jennings Lodge – Homelessness, Commissioner Shull
2. Michael Weber – Oak Grove – Dave Hunt
3. Bill Wehr - Clackamas County – Public Policy LEDIC meeting;
4. Anna Hoesly – Oak Grove – Emergency Declaration (not online)

Closed Public Comment

~Board Discussion~

IV. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County

Emergency Declaration 2020-14 due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Management Signed by Gary Schmidt – 5-5-2021 Request for Ratification by the BCC At the 5-6-2021 Business meeting.	Under the COVID-19 emergency declaration, I signed a contract on your behalf. It is for Disaster Management. It is a Memorandum of Agreement between Clackamas County and the Oregon City School District for COVID-19 vaccinations and drive-through clinics. There is no monetary value except that the County will pay for any expenses to return the facility to pre-use condition. If that occurs, CARES Act funds will be spent. No General Funds will be used. The agreement lasts until terminated by either party.

Commissioner Savas: I move we approve the consent agenda
Commissioner Shull: Second
Clerk called the Poll
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Commissioner Savas: Aye.
Commissioner Fischer: Aye.
Chair Smith: Aye –the motion carries 5-0

V. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Adjourned 11:42 AM



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

May 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County Behalf of the Clackamas County Sheriff's Office and the State of Oregon, acting by and through the Oregon State Police (OSP) for use of the Public Safety Training Center (PSTC) Complex

Purpose/Outcome	Approval of the IGA to provide range services for training activities
Dollar Amount and Fiscal Impact	\$10,000 annually, billed to the Oregon State Police based upon actually cost as outlined in County Code Appendix A - Fee
Funding Source	Revenue
Duration	Current through January 31, 2026
Previous Board Action/Review	None
Strategic Plan Alignment	Furthers the County's focus to keeping our residents safe, healthy and secure
Counsel Review	Andrew Naylor 4/20/2021
Procurement Review	Item is an IGA
Contact Person	Ryan Brown, CCSO PSTC Manager 503.794.8039
Contract No.	IGA-598-21

BACKGROUND:

The purpose of this IGA is to contractually formalize a longstanding relationship with OSP, one of many area law enforcement agencies (local, state, & federal) in the metro area and Clackamas County that pay to utilize training assets managed by CCSO. Provides cost recovery for Clackamas County and promotes safer community policing/outcomes for the region.

RECOMMENDATION: Sheriff's Office respectfully requests that the Board of County Commissioners approves this intergovernmental agreement between Clackamas County by and through its Sheriff's Office and the State of Oregon, acting by and through the Oregon State Police.

Respectfully submitted,

Jenna Morrison
Chief Deputy

INTERGOVERNMENTAL AGREEMENT

Between Clackamas County on Behalf of the Clackamas County Sheriff's Office

and

Oregon State Police

For Use of Public Safety Training Center - Bowman Training Complex

This intergovernmental agreement ("Agreement") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through its Sheriff's Office ("CCSO"), and Oregon State Police, a state agency. This Agreement is authorized pursuant to ORS 190 *et. seq.* and becomes effective upon full execution by the parties.

RECITALS

Whereas, ORS 190 authorizes County, a local unit of government, and Agency, a state agency, to enter into this Agreement for the performance of a duty imposed upon the County or Agency to exercise a power conferred upon the County or the Agency or to administer a policy or program delegated to the County or the Agency;

Whereas, County owns and the Clackamas County Sheriff's Office operates the Public Safety Training Center (PSTC) Complex ("Complex"), which includes the Bowman Building, located at 12700 SE 82nd Ave Clackamas, OR 97015;

Whereas the Complex is an ideal facility for various law enforcement training activities and exercises;

Whereas Agency wishes to utilize the Complex, obtain training from CCSO staff, purchase ammunition for use at the PSTC Bowman Training Complex shooting range, or otherwise utilize the Complex for uses approved by the Sheriff's Office;

NOW THEREFORE, pursuant to ORS 190.003 *et. seq.*, and for good and valuable consideration, the receipt of which is hereby acknowledged, County and Agency agree as follows:

- 1. Term:** this Agreement is affective as of the date all required signatures are obtained and remains in place until January 31, 2026, or terminated by one or more of the parties hereto as provided for in Section 15.
- 2. Scope:** Subject to the terms and conditions of this agreement, Agency may use the Complex for law enforcement education, training, and development purposes.

3. Consideration: Agency shall compensate County for use of the Complex pursuant to the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to using the Complex. County shall provide Agency an invoice for all amounts due and owing for use of the Complex. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice, together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.

4. County/CCSO Responsibilities: County agrees to the following:

- a. County/CCSO will maintain the Complex in a clean and functional manner, consistent with the general maintenance and care of other County facilities.
- b. CCSO will make available the Complex, including its classrooms, training rooms, and shooting range, to Agency subject to the terms and conditions of this Agreement.
- c. CCSO will sell to Agency ammunition, as supplies allow, for use by the Agency at the Complex's shooting range. The sales price of the ammunition shall be in an amount determined by CCSO, which is subject to change due to market fluctuations.

5. Agency Responsibilities:

- a. Agency shall ensure timely arrival and departure from the Complex in accordance with an approved reservation.
- b. Agency shall ensure use of the Complex is limited only to those activities approved by the CCSO.
- c. Agency will return any portion of the Complex used by the Agency to its original, clean condition.
- d. Agency shall promptly report to the CCSO Lead Firearms contact listed in Section 26 any physical injury which happens within the Complex or any property damage to the Complex.
- e. Agency shall timely pay any invoice for use of the Complex.
- f. Agency shall complete all trainings, instructions, or certifications required by CCSO prior to use of the Complex.
- g. Agency shall, upon request by the County/CCSO, immediately cease use and vacate the Complex if the County determines, in its sole discretion, that Agency's use of the Complex conflicts with County's intended use of the Complex.
- h. Agency shall comply with all other terms and conditions of this Agreement.

6. Reservations and Conflicting Use: Agency's use of the Complex is conditioned upon submission of a timely, written reservation identifying the dates, times, and intended use of the Complex. Agency shall pay a reservation fee in the amount

set forth in the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to making a reservation. All reservations shall be for a minimum of 4 hours of use unless CCSO consents, in writing, to a lesser period. For reservations cancelled between seven (7) days and four (4) weeks prior to the intended date of use, Agency shall pay 50% of the reservation fee. For reservations cancelled less than seven (7) days before the date of intended use, Agency shall pay the full reservation fee. If Agency intends to use the Complex's shooting range, Agency shall notify CCSO of its intent to purchase ammunition as part of its written reservation. Agency shall, to the maximum extent possible, submit a written reservation request at least one (1) month in advance of the intended use.

Notwithstanding any other provision of this Agreement, the undersigned parties expressly agree and acknowledge that Agency's use of the Complex is subordinate and subject to CCSO use of the Complex. Agency may not use the Complex if such use conflicts with the CCSO use of the Complex. The County/CCSO may, for any reason and in County/CCSO's sole discretion, deny Agency's requested use of the Complex, or revoke and rescind a previously authorized use of the Complex.

- 7. Afterhours Access:** CCSO may, its sole discretion, permit Agency access to the Complex outside of normal business hours, including weekends and holidays. Agency's access to the Complex outside of normal business hours is subject to, and contingent upon, Agency's successful completion of any and all trainings, instructions, or certifications CCSO determines, in its sole discretion, are required to permit such access. CCSO may condition Agency's access to the Complex outside of normal business hours upon Agency's acceptance of any additional terms and conditions CCSO determines, in its sole discretion, may be required to permit such access.
- 8. Condition of PSTC Bowman Complex:** County makes no representations or warranties, express or implied, as to the condition of the Complex or its fitness for any particular use by Agency.
- 9. Cleaning and Repair Costs:** Prior to leaving the Complex, Agency will return any portion of the Complex used by the Agency to its original, clean condition. Agency shall be responsible for any cleaning and/or repair costs arising from or related to Agency's use of the Complex, excluding any removal or remediation of any lead or lead contamination on, next to, or associated with the use, maintenance or operation of the Complex. County shall provide Agency an invoice for any cleaning and/or repair costs incurred by County as a result of Agency's use of the Complex, subject to the exception and exclusion noted above. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice,

together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.

10. Gun Handling. Gun handling or other use outside of the Complex's shooting range is not permitted. All guns must be holstered, cased, or slung muzzle-down when transferred from the parking lot into the Complex.

11. Targets and Shooting Lane Use. When using the Complex's shooting range, targets should be placed at the appropriate height and orientation to avoid shooting the ground, ceiling, or carrier components. Whenever possible, shooting lanes near the walls should not be used to avoid wall strikes.

12. Compliance with Applicable Law. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Agency's use of the Complex.

13. Express Assumption of Risk. By signing this agreement, Agency appreciates the risks involved in Agency's use of the Complex and hereby expressly assumes any and all risks arising out of or relating to Agency's use of the Complex.

14. Indemnification.

- a. Agency 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, Agency's use of the Complex, or from any act, omission, or neglect of Agency, its agents, or employees.
- b. Subject to the Oregon Tort Claims Act and the Oregon Constitution including, but not limited to, the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, the County shall defend, indemnify and save harmless Agency and its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the negligent or willful acts or omissions of the County, its officers, deputies, employees, or agents associated with this Agreement and over which the County has a right to control.
- c. Subject to the Oregon Tort Claims Act and the Oregon Constitution, Agency shall defend, indemnify and save harmless the County, its officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the negligent or willful acts or omissions of Agency, its officers, employees or agents associated with this Agreement and over which the Agency has a right to control.

15. Termination. This Agreement may be terminated as follows:

- a. Termination for Convenience. This Agreement may be terminated at any time by mutual consent of the parties, or by County/CCSO for convenience upon thirty (30) days written notice to Agency.
- b. Termination for Cause. Either Agency or County/CCSO may terminate this Agreement at any time if that party (the “terminating Party”) has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the “defaulting Party”). The terminating Party shall promptly notify the defaulting Party in writing of that determination and document such default as outlined herein. The defaulting Party shall have 30 days to cure the default described by the terminating Party. If the defaulting Party fails to cure the default within such 30-day period, then this Agreement shall terminate 10 days following the expiration of such 30-day period.

16. Insurance. As Agency is self-insured, Agency shall provide documentation to the County of Agency’s self-insured status. Such documentation is found on the DAS Risk website:

<https://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx#cert1>

17. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim, action, or suit that arises out of or relates to the performance of this Agreement 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 must 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.

18. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

19. Integration. This Agreement contains the entire agreement between County/CCSO and Agency and supersedes all prior written or oral discussions or agreements.

- 20. Amendments.** County and Agency may amend this Agreement at any time. No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given.
- 21. Waiver.** Failure of County to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. Waiver of any default under this Agreement by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 22. Debt Limitation.** This Agreement 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.
- 23. No Third Party Beneficiaries.** County and Agency are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the Agreement 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 the Agreement.
- 24. Assignment.** Agency shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from County which shall be granted or denied in County's sole and absolute discretion. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 25. Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 26. Notifications.** All notices required under this Agreement, including scheduling and reservations requests and related issues, are to be made as follows:

Agency: Oregon State Police

Training Coordinator:
Jason Perrizo, Senior Trooper
Firearms Program Coordinator
4190 Aumsville Hwy SE
Salem, OR 97317

503-798-6730
jperriz@osp.oregon.gov

Billing Contact:
OSP Accounts Payable 3565 Trelstad Ave SE
Salem, OR 97317

Or: ospaccounting@osp.oregon.gov

The County:
PSTC Business Manager: 503-794-8039
CCSO Lead Firearms: 503-794-8066
CCSO Training Coordinator: 503-794-8071

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

Clackamas County:

Agency:

By: Date

Joel Lujan, Major 4/15/21

Title:

By: Joel Lujan Date

Title: Major, Gaming & Business Services

Approved as to Form:

[Signature] 04/20/2021

County Counsel/Director Date