



March 23, 2021

County Administrator  
Clackamas County

County Administrator Schmidt:

**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

Approval of Memorandum of Agreement between Clackamas County and Clackamas Mall  
L.L.C. for emergency/disaster related use of facility

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | This Memorandum of Agreement (MOA) allows Clackamas County to use Clackamas Mall L.L.C. facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.  |
| <b>Dollar Amount and Fiscal Impact</b> | The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district. |
| <b>Funding Source</b>                  | None   |
| <b>Duration</b>                        | Until terminated by either party.  |
| <b>Previous Board Action</b>           | The Board has approved similar agreements with other school districts, local municipalities, and non-profit organizations. Disaster Management and Public Health are working to update or establish new agreements.  |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"><li>1. Coordination and Integration of Planning and Preparedness</li><li>2. Ensure Safe, Healthy and Secure Communities</li></ol>  |
| <b>Counsel Review</b>                  | Approved by Counsel on 3/22/2021 JM  |
| <b>Contact Person</b>                  | Nancy Bush, Director, 503-655-8665   |
| <b>Contract No.</b>                    | None   |

**BACKGROUND:**

This agreement allows the County to use Clackamas Mall L.L.C. facilities as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management collaborated to develop this agreement for use of facilities owned by Clackamas Mall L.L.C. to administer COVID-19 vaccinations through drive-thru community clinics and/or indoor clinics.

**RECOMMENDATION:**

Staff respectfully recommends County Administrator approval of the Memorandum of Understanding between Clackamas County and Clackamas Mall L.L.C.

Respectfully submitted,

Nancy Bush, Director

**VACCINATION SITE  
AGREEMENT**

This Vaccination Site Agreement ("Agreement") is made as of this day, 15 day of March, 2021, ("Effective Date") by and between Clackamas Mall L.L.C ("Property Owner" or "PO") and Health, Housing & Human Services Clackamas County ("Organizer").

WHEREAS, the Property Owner owns the Shopping Center ("Shopping Center") listed on Exhibit A;

WHEREAS, Organizer seeks to conduct a vaccination event ("Event") in a portion of the parking lot and/or in a dedicated space in the Shopping Center as more particularly described on Exhibit A and E.

WHEREAS, the provision of a facility for the Event shall be made available to Organizer by PO for Organizer to conduct its Event, all as further provided below and in Exhibit A.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM AND FEE. The "Term" of this Agreement shall begin on the Effective Date and shall terminate on September 15, 2021. The Event shall be conducted during the "Event Term" specified on Exhibit A. In consideration for the rights granted by PO under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.
2. EVENT. During the Event Term, Organizer shall conduct the Event described on Exhibit A in a portion of the parking lot and/or in a dedicated space ("Premises") of the Shopping Center, as describe in Exhibit A and depicted on Exhibit E hereof, and perform certain services ("Organizer's Obligations & Services"), each as more particularly described on Exhibit A. Activities conducted, materials provided or given to guests, and/or the exhibition of any displays, sets, signs, promotional campaigns, giveaways, decorations, materials, advertising collateral and/or equipment of Organizer brought on Property shall be collectively referred to herein as the "Event Elements". Permissible Event Elements shall be listed on Exhibit A. If on-property storage of Event Elements is approved in writing by PO, the Premises is deemed to include the areas in which the Event Elements are stored.
3. ORGANIZER'S OBLIGATIONS.
  - A. Event Elements. By the ("Delivery Date(s)") specified on Exhibit A, Organizer agrees to deliver to PO all Event Elements specified on Exhibit A, which may include without limitation artwork, approved equipment, advertising collateral, displays, signs, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for PO to approve the Event pursuant to this Agreement.
  - B. Permits. Organizer and/or its Contractors, as defined in Section 6, shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer, and/or its Contractors, will notify PO immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to PO prior to commencement of the Event and the provision of such permits or

licenses to PO is a condition precedent to any access to the Premises.

- C. Insurance. Organizer and its Contractors, as defined below, shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to PO a certificate of insurance described therein prior to commencement of the Event.
- D. Event Set-up and Operation. Organizer shall have the sole responsibility of conducting the Event which may include the erection and installation of Event Elements authorized by PO. Organizer shall install/deinstall the Event Elements and promptly repair, at its sole cost and expense, any damage to the Shopping Center caused by Organizer, its contractors, exhibitors, participants, or third parties on Property at the request or invitation of Organizer. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center. Absent PO's prior written consent, alterations to the Premises are prohibited.
- E. Removal of Event Elements/Event Conclusion. Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up the Premises in good order, repair, and condition to PO. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, PO shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, PO shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against PO for such removal, storage and/or disposal. Prior to surrendering the Premises, Organizer shall: i) cause any interior portions of the Premises to be disinfected and fogged with ionized hydrogen peroxide (or other disinfectant acceptable to PO) in accordance with applicable law by a reputable decontamination service reasonably acceptable to PO (collectively, the "Decontamination"); and, ii) Organizer shall deliver a certification reasonably acceptable to PO to verify that the Decontamination was completed.
- F. Compliance With Law. Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements including, but not limited to, compliance with regulations governing storage and distribution of medicine or vaccines, confidentiality (including but not limited to HIPPA and the CCPA), data privacy, collecting personally identifiable information, securing such data, and using such data as communicated in Organizer's applicable privacy policies. Organizer is solely responsible to produce and publish marketing collateral in compliance with all regulations and to accurately respond to all questions from the public or government agencies concerning its program.
- G. Acknowledgement. Organizer acknowledges and agrees that PO's ability to provide services and access to the Premises are contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement. Organizer agrees to prepare and circulate accurate Privacy Policy and Terms of Use, to the extent required by federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements. Organizer acknowledges that the Premises are being provided to it on an "as-is" basis, and Organizer takes and occupies the Premises without reliance upon any representation by PO or any of its officers, employees, managers, agents or representatives, or any other person, concerning the Premises, its fitness for Organizer's intended use or any other particular purpose of use, or any other promise, representation or

inducement not expressly set forth in this Agreement. Organizer acknowledges, for purposes of the PREP Act, PO is providing the Premises solely as a "Program Planner".

- H. **Red Bag Provision.** Organizer and its Contractors shall at all times during the Term perform and comply with all laws, rules, ordinances, orders and regulations now or hereafter promulgated by all applicable governmental agencies and authorities regarding the proper storage, handling and disposal of waste collected in connection with patient/customer care that is or may be contaminated with an infectious agent, including, without limitation, all needles, syringes, blood bags, bandages, and vials ("Red Bag Waste"). Organizer shall be responsible for the lawful disposal of all Red Bag Waste, and no Red Bag Waste shall be disposed of at the Shopping Center. Organizer acknowledges and agrees that the license of the Premises to Organizer shall in no way impose any obligation on PO to comply with HIPAA or similar regulations with respect to Organizer's patients and customers using Organizer's facilities at the Shopping Center. Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, where applicable, Organizer shall and does hereby indemnify and agree to save and hold harmless the Indemnified Parties (as defined below) against and from any and all loss, liability, claims, damages, costs and expenses of suits, interest, fines and penalties, which PO may suffer or incur, arising out of Organizer's failure to comply with any of such laws, rules, orders, ordinances or regulations of any type whatsoever and from failure to keep the Premises in a safe condition or to use the same in accordance with law.
- I. **Traffic Flow.** Egress and ingress of vehicles to the Event location is subject to direction from local police department or government authority. Organizer shall be solely responsible for managing traffic flows, vehicle queues and shall comply at all times with PO, police, or government requirements with respect to the flow of traffic, installation of signage and directional signage, if any. PO reserves the right to limit the flow of traffic to the Shopping Center and the Event location in PO's sole discretion and Organizer shall have no recourse against PO for its exercise of rights under this paragraph.
- J. **Anti-Bribery.** In relation to the transactions under this Agreement, Organizer confirms that it has not and will not accept any compensation that may violate the applicable laws, and will not promise, offer, receive, request, or authorize any payment to be used as bribe, kickback or corrupt practice, exceeding reasonable gifts/entertainment provided in the ordinary course of business.
- K. **Reporting Hotline.** A Reporting Hotline is maintained for PO's employees, vendors, partners and various other interested parties to anonymously report any concerns or raise any issues free of discrimination, retaliation or harassment pertaining to (i) accounting, auditing or other financial reporting irregularities, (ii) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud), or (iii) violations of applicable law. The Ethics Hotline may be accessed by telephone (toll free) at 800.665.0831 or by internet by submitting an anonymous report online at [www.reportlineweb.com/Brookfield](http://www.reportlineweb.com/Brookfield), the purpose of the hotline is to investigate reports for compliance with applicable laws or as otherwise deemed necessary.

4. **PO'S OBLIGATIONS.** PO shall review and approve in writing, in its sole discretion, all Event Elements. PO reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in this Agreement and PO's approval of the Event, PO shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor may be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by PO and as needed to perform Organizer's obligations under this Agreement. PO shall also provide certain services ("PO Obligations & Services") to Organizer as described in Exhibit A.

5. CONTRACTORS. Organizer shall be responsible to procure any and all volunteers, staff , and contractors (collectively, "Contractors") necessary for the Event and shall be solely responsible and liable for any such Contractors as though performing the services itself. Organizer shall supply PO with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by PO in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that PO shall not approve of, or permit, any such Contractor to enter the Premises, until PO has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B. If Organizer's insurance covers a Contractor, the Organizer's certificate must include an explicit endorsement stating that such Contractors' are insured under the Organizer's policy; and, (ii) an original of Exhibit C or D signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in PO's sole and absolute discretion.

6. INTELLECTUAL PROPERTY RIGHTS.

- a. Each party owns and shall retain all right, title and interest in and to its trademarks/service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of PO, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of PO's name or the name of any affiliate of PO, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- b. PO may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. PO shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.

7. REPRESENTATIONS AND WARRANTIES.

- a. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder and it shall not make any alterations to the Premises without the prior written approval of PO; (iv) it shall not interrupt or interfere with the operation of any other Shopping Center lessees' business; and, (v) Organizer represents and warrants that the production, circulation, display, and management of any materials, offers, promotions, user-generated content campaigns, advertising promotions, or influencer or endorsement campaigns (collectively, "Promotional Elements") created or managed by Organizer for use either on or off the Premises shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements, accurately describe Organizer's initiative, and will not violate the trademark rights, copyrights, the right of privacy or publicity and will comply with industry standards concerning endorsement disclosure, if applicable.
- b. PO represents and warrants that it has the full right and legal authority to enter into and fully perform this

Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with PO's full performance hereof.

- c. The parties hereby acknowledge that Organizer acquires no rights as a tenant of the Premises and that no landlord-tenant relationship is created hereby.

#### 8. INDEMNIFICATION.

- a. To the extent permitted by law, Organizer shall indemnify, hold harmless, defend and reimburse PO including their parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by the Organizer Parties; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims may include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are involved with or participating in the Event; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are involved with or participating in the Event (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- b. PO shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise directly and solely out of: (i) PO's breach of any of its representations, warranties or obligations under this Agreement; or (ii) PO's gross negligence or intentional misconduct of PO, its affiliates, subcontractors, employees and agents.
- c. This Section 8 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 8 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

9. LIMITATION ON LIABILITY. To the extent permitted by law, Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is directly and solely caused by the gross negligence of PO. PO shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by PO during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 9, Organizer waives any claim against PO for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by PO that the security procedures used by PO, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT PO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF PO FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, ONE THOUSAND DOLLARS.

10. RELOCATION; REMOVAL. PO has the right in its sole discretion to relocate the Premises for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation PO shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at PO's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by PO. During the Event Term, PO has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason.

11. TERMINATION; FAILURE TO PERFORM.

- a. Termination for Cause. Unless cured within five (5) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, et seq. or similar law, as such may be amended from time to time. Any such notice of termination shall specify the alleged breach or cause in reasonable detail.
- b. Termination without Cause. PO may terminate this Agreement immediately upon notice to Organizer at such time as PO may elect without cause.

12. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- b. Assignment. This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of PO. PO may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of PO under this Agreement.
- c. Notices. All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions

of this Section 12C shall survive termination of this Agreement.

- d. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, each party shall be solely responsible for their own attorney fees and costs..
- e. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- f. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- g. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- h. **Force Majeure.** In no event shall PO be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes; any public health crisis; disease outbreak; acts of God; interruptions, loss or malfunctions of utilities; damage to property; or the acts, regulations or laws of any government it being understood that PO shall use reasonable efforts to resume performance as soon as practicable under the circumstances. Notwithstanding the foregoing, this clause shall not excuse any contractual obligation to pay.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

**Organizer:**

**CLACKAMAS MALL L.L.C.**, a Delaware limited liability company

By: *Gary Schmidt*

By: \_\_\_\_\_  
Authorized Signatory

Name: Gary Schmidt, County Administrator

Title: County Administrator

## Exhibit A

### 1. Event Details

- Property - shopping center: Clackamas Town Center
- Event dates, time, and end date: starting 3/26/21 until end of term.
- Contact at Shopping Center – Dennis Curtis – Dennis.Curtis@brookfieldpropertiesretail.com
- Premises – Nora #1 Parking Garage and space L203 and as identified on the map included as Exhibit E
- Contractors: (including volunteers) allowed only if approved by PO and appropriate documentation provided: Clackamas Fire District #1 will be vaccinating patients; non-profit organizations may conduct administration services on property only if approved by PO in writing, email accepted, and appropriate documentation provided.
- Event Description: vaccination event.

2. Event Fee (includes Sales Tax): \$0

3. Event Elements Delivery Dates: 3/25/21

4. Event Elements: equipment for the Event

### 5. Services

#### PO's Obligations & Services include:

solely the use of Premises for Event

#### Organizer's Obligations & Services include:

Manage and promote Event (including set up and clean up), obtain permissions as required by all applicable regulations

- Manage all Contractors, ensure only trained Contractors are on Property
- Vaccinate people and, as may be required, obtain the required written consent from patients
- The person administering must qualify as a "Covered Person" under the PREP Act and applicable Declaration, complete all required training and be licensed to administer vaccinations
- The vaccine must be FDA-authorized or FDA-licensed
- Vaccine must be ordered and administered according to the Advisory Committee on Immunization Practices' (ACIP's) COVID-19 vaccine recommendation
- Comply with recordkeeping and reporting requirements of the applicable jurisdiction, including informing the patient's primary-care provider when available, submitting the required immunization information to the State or local immunization information system (vaccine registry), complying with requirements related to reporting adverse events, and complying with requirements whereby the person administering a vaccine must review the vaccine registry or other vaccination records prior to administering a vaccine
- Comply with any applicable requirements (or conditions of use) as set forth in the Centers for Disease Control and Prevention (CDC) COVID-19 vaccination provider agreement and any other federal requirements that apply to the administration of COVID-19 vaccine(s)
- Responsible, solely, for all aspects of the acquisition, storage, administration (including patient prioritization), management, operation and decisions directly relating to public and private delivery, distribution, dispensing of countermeasures in accordance with the PREP Act and applicable Declaration.
- Manage all patient lines, lines may not extend outside of Premises without Mall Management approval, if approved, Organizer shall manage all lines according to direction given from Mall Management.

7. Notices:

**To PO:** Clackamas Town Center 12000 SE 82nd Avenue Suite 1093, Happy Valley, OR 97086 Attn: General Manager

With a copy to: BPR/Legal Contracts 350 N. Orleans St., 300 Chicago IL 60654

**To Organizer:** Health, Housing, and Human Services Clackamas County  
999 Library Court Oregon City, Oregon 97045

**EXHIBIT B  
INSURANCE REQUIREMENTS**

**REQUIRED INSURANCE.**

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

|  |   |                              |                           |                   |                           |                                  |                           |
|--|---|------------------------------|---------------------------|-------------------|---------------------------|----------------------------------|---------------------------|
| <b>General Liability</b>   | \$5,000,000 Occurrence/\$5,000,000 Aggregate  |                              |                           |                   |                           |                                  |                           |
|  | A staffing agency, not handling the vaccine, may provide \$1,000,000 Occurrence/\$1,000,000 Aggregate   |                              |                           |                   |                           |                                  |                           |
|  | Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires PO's written consent, email accepted.   |                              |                           |                   |                           |                                  |                           |
| <b>Professional Liability (Medical Malpractice)</b>  | <table border="0"> <tr> <td style="padding-right: 20px;">Medical Testing/Consultation</td> <td>\$1,000,000 / \$3,000,000</td> </tr> <tr> <td>Health Screenings</td> <td>\$1,000,000 / \$3,000,000</td> </tr> <tr> <td>Shots**(i.e. flu, COVID 19 etc.)</td> <td>\$1,000,000 / \$3,000,000</td> </tr> </table> | Medical Testing/Consultation | \$1,000,000 / \$3,000,000 | Health Screenings | \$1,000,000 / \$3,000,000 | Shots**(i.e. flu, COVID 19 etc.) | \$1,000,000 / \$3,000,000 |
| Medical Testing/Consultation   | \$1,000,000 / \$3,000,000   |                              |                           |                   |                           |                                  |                           |
| Health Screenings  | \$1,000,000 / \$3,000,000   |                              |                           |                   |                           |                                  |                           |
| Shots**(i.e. flu, COVID 19 etc.)   | \$1,000,000 / \$3,000,000   |                              |                           |                   |                           |                                  |                           |
|  | ** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).  |                              |                           |                   |                           |                                  |                           |
| <b>Automobile Liability</b>  | \$1,000,000 Combined Single Limit   |                              |                           |                   |                           |                                  |                           |
| <b>Workers' Compensation Employers' Liability</b>  | Statutory<br><br>\$500,000 Each Accident<br>OR<br>\$500,000 Disease, Policy Limit<br>\$500,000 Disease, Each Employee   |                              |                           |                   |                           |                                  |                           |
| <b>(for Monopolistic States)<br/>Workers' Compensation<br/>Stop Gap Employers' Liability</b> | Evidence of Monopolistic State Coverage<br>\$500,000 Occurrence/Aggregate   |                              |                           |                   |                           |                                  |                           |

**POLICY REQUIREMENTS.**

Unless Organizer and its Contractor(s) are self-insured and provide proof of a self-insured insurance program acceptable to Property Owner, the insurance required of Organizer and Contractor(s) shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event is located and issuer must maintain an AM Best rating of at least A- VII.

All Liability Insurance policies shall name, as "Additional Insureds", Clackamas Mall L.L.C.; Brookfield Property REIT Inc.; BPR REIT Services LLC; Brookfield Properties Retail Inc. All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer, and on behalf of "Additional Insureds" shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Organizer shall provide valid certificate(s) of insurance and/or a letter signed by the Risk Manager, as evidence of the insurance policies in force, or of the self-insurance program indicating which coverage is included in the program.

**EXHIBIT C**

**CONTRACTOR HOLD HARMLESS AGREEMENT**

The undersigned, a contractor ("Contractor"), engaged by Health, Housing & Human Services Clackamas County ("Organizer") in connection with its COVID vaccination event ("Event") conducted at Clackamas Town Center ("Shopping Center") during the Event Term specified in that certain Vaccination Site Agreement ("Agreement") effective 3.15.2021, by and between the Clackamas Mall L.L.C ("PO") and Organizer, will indemnify, protect, defend and hold harmless PO, Shopping Center management, their parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and all claims, damages, actions, property loss, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event services Contractor performs. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property or person while performing Event services for Organizer.

Acknowledged and agreed:

By: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Entity Name, if applicable: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D (Volunteers)**

**CONTRACTOR HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF LIABILITY**

I, the undersigned, a volunteer ("Contractor") engaged by Health, Housing & Human Services Clackamas County ("Organizer") in connection with its vaccination event ("Event") conducted at Clackamas Town Center ("Shopping Center") during the Event Term specified in that certain Vaccination Site Agreement ("Agreement") effective 3.15.2021, by and between the Clackamas Mall L.L.C ("PO") and Organizer, will indemnify, protect, defend and hold harmless PO, Shopping Center management, their parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and all claims, damages, actions, property loss, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event services Contractor performs. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property or person while performing Event services for Organizer.

I acknowledge that Organizer's Event may involve risk and danger of bodily injury including, but are not limited to, those caused by equipment, lack of hydration, vehicles, and actions of other people. In consideration of my participation in the Event, to the extent permitted by applicable law, I hereby release, discharge, and hold harmless the Indemnified Parties from any and all liability that may arise, directly or indirectly, now or in the future, by reason of any injury, sickness, death, personal injuries, loss of profit, pain and suffering, damage, loss, or expense incurred in connection with my participation as a Contractor providing services to the Event Organizer. This Waiver and Release of Liability shall be binding on my heirs, executors, administrators, successors and assigns.

**I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER AND HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY ME AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, THE BALANCE OF THE RELEASE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

Acknowledged and agreed:

By: \_\_\_\_\_  
Signature

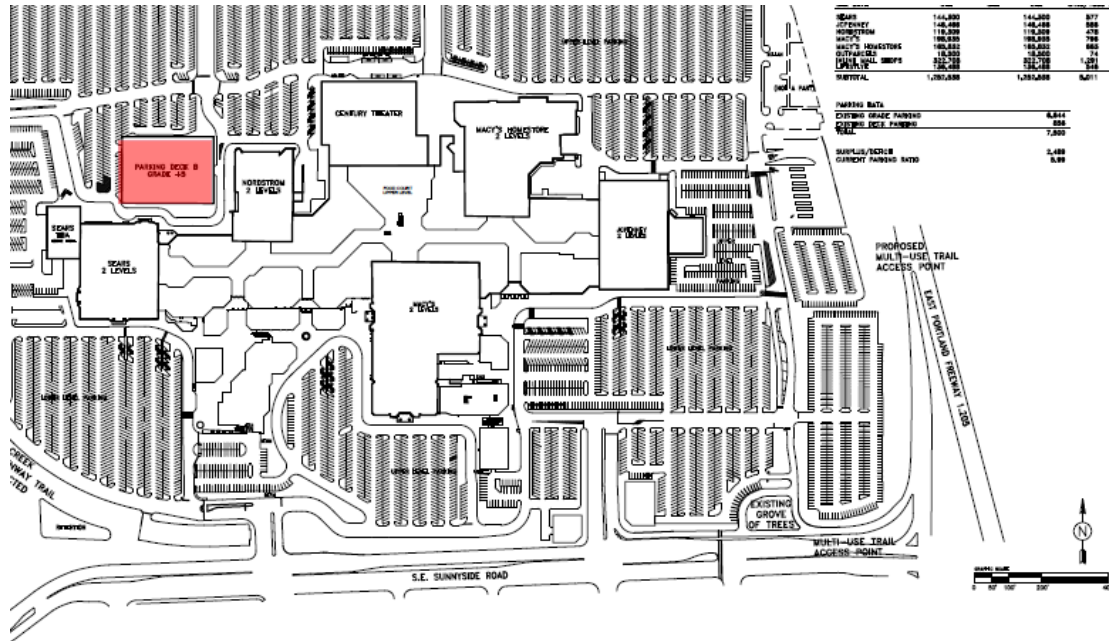
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Entity Name, if applicable: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit E



| ITEM              | AMOUNT    | TOTAL     | PER UNIT |
|-------------------|-----------|-----------|----------|
| LAND              | 144,000   | 144,000   | 877      |
| CONCRETE          | 148,000   | 148,000   | 920      |
| MACT'S            | 180,000   | 180,000   | 1,100    |
| MACT'S RESTAURANT | 180,000   | 180,000   | 1,100    |
| OUTFITTERS        | 18,000    | 18,000    | 110      |
| TRUCK TRAIL       | 82,700    | 82,700    | 510      |
| UTILITIES         | 782,000   | 782,000   | 4,800    |
| TOTAL             | 1,234,700 | 1,234,700 | 7,617    |

|                        |       |
|------------------------|-------|
| PARKING RATE           |       |
| EXISTING GRADE PARKING | 0.844 |
| EXISTING DECK PARKING  | 0.84  |
| NEW                    | 1.000 |
| RATIO/ACRES            | 1.488 |
| CURRENT PARKING RATE   | 0.99  |

**CLACKAMAS TOWN CENTER**  
 12000 SE 82ND AVENUE - SUITE 1093  
 PORTLAND, OREGON 97266

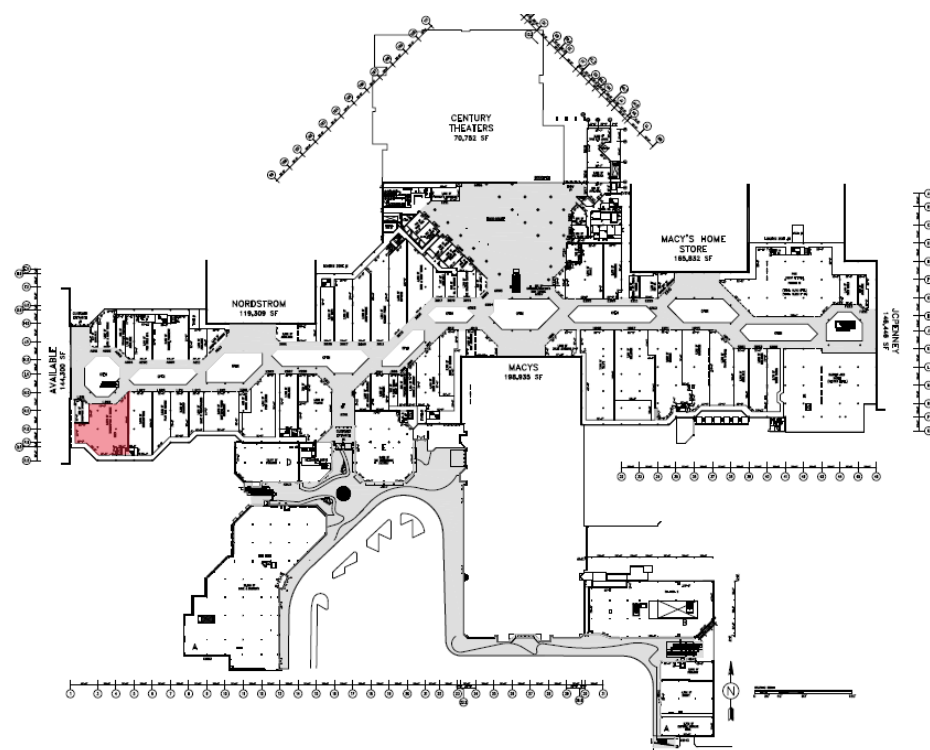
| DATE | REVISION |
|------|----------|
|      |          |
|      |          |
|      |          |
|      |          |
|      |          |

PROJECT NO: 816  
 DRAWN BY: GJM  
 COPYRIGHT: Jensen Growth Properties, Inc.

DESCRIPTION  
**SITE PLAN**

SHEET NO.  
**SP1**

DATE: 08/12/08



**Brookfield Properties**

**CLACKAMAS TOWN CENTER**  
 12000 SE 82ND AVENUE - SUITE 1093  
 PORTLAND, OREGON 97266

PROJECT NO: 816  
 DRAWN BY: GJM  
 COPYRIGHT: Jensen Growth Properties, Inc.

DESCRIPTION  
**LEASE PLAN UPPER LEVEL**

SHEET NO.  
**LP2**

DATE: October 2008





**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

March 23, 2021

County Administrator  
Clackamas County

County Administrator Schmidt:

Approval of Memorandum of Agreement between Clackamas County and Bridges to Change, Inc. for emergency/disaster related use of facility

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | This Memorandum of Agreement (MOA) allows Clackamas County to use Bridge to Change, Inc. facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.   |
| <b>Dollar Amount and Fiscal Impact</b> | The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district. |
| <b>Funding Source</b>                  | None   |
| <b>Duration</b>                        | Until terminated by either party.  |
| <b>Previous Board Action</b>           | The Board has approved similar agreements with other school districts, local municipalities, and non-profit organizations. Disaster Management and Public Health are working to update or establish new agreements.  |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"><li>1. Coordination and Integration of Planning and Preparedness</li><li>2. Ensure Safe, Healthy and Secure Communities</li></ol>  |
| <b>Counsel Review</b>                  | Approved by Counsel on 3/10/2021 AN  |
| <b>Contact Person</b>                  | Nancy Bush, Director, 503-655-8665   |
| <b>Contract No.</b>                    | None   |

**BACKGROUND:**

This agreement allows the County to use Bridges to Change, Inc. facilities as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management collaborated to develop this agreement for use of facilities owned by Bridges to Change, Inc. to administer COVID-19 vaccinations through drive-thru community clinics and/or indoor clinics.

**RECOMMENDATION:**

Staff respectfully recommends the County Administrator approval of the Memorandum of Understanding between Clackamas County and Bridges to Change, Inc.

Respectfully submitted,

Nancy Bush, Director

# FACILITIES USE AGREEMENT

between the

Bridges to Change

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 16th day of March 2021, by and between the Bridges to Change, hereinafter referred to as Partner, and Clackamas County, hereinafter referred to as County.

WHEREAS, Clackamas County is the Local Public Health Authority under ORS Chapter 431 for all cities and unincorporated areas within its borders; and

WHEREAS, the County is authorized by ORS Chapter 401 to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the County and Partner desire to establish a relationship of cooperation in the event of a natural or human-caused public health or other emergency in Clackamas County where mass care, vaccination, medication, commodity (e.g., food, water) distribution centers and/or other activities become necessary for emergency activities; and

WHEREAS, the Partner is the owner of certain real property described as Bridges to Change Clackamas Office located at 900 Main Street, Suite 200, Oregon City, Oregon 97045 (the “Property”) that can accommodate mass care, vaccination, medication, commodity distribution, and other activities that, in the event of a public health and/or other related regional emergency, would assist the County in performing its functions described above; and

WHEREAS, the County and Partner desire to establish an agreement for use of Partner’s Property in advance of potential public health or natural disasters;

NOW, THEREFORE, in consideration of the mutual obligations as described in this Agreement, the parties understand that:

A. Use of Property: Partner hereby grants County the right to use the Property for the following purposes, together with any use reasonably related to the same:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Point of distribution (vaccines, medication, commodities (e.g. food, water)) | <input type="checkbox"/> Landing zones  |
| <input type="checkbox"/> Sheltering for community members  | <input type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals  | <input type="checkbox"/> Children disaster services                               |
| <input type="checkbox"/> Sheltering for large animals  | <input type="checkbox"/> Community meetings                                       |
| <input type="checkbox"/> Long-term housing trailers  | <input type="checkbox"/> General emergency response/coordination                  |

- B. Term: this Agreement shall be effective upon execution and shall terminate (1) upon mutual written consent of the parties; (2) for convenience following thirty (30) days' written notice to the other party, or (3) upon breach of the terms of this Agreement.
- C. Compensation: County shall compensate Partner as follows [CHECK ONE]:
- Partner agrees not to charge any fee for County's use of the Property.
  - County will pay Partner the sum of \$ [INSERT COMPENSATION SCHEDULE].
- D. Dates of Use: Upon notice by County of the occurrence of an emergency or other event necessitating County's requested use of the Property, Partner shall vacate the Property, or portions thereof, at a date and time mutually agreed upon by the parties.
- E. Partner's Responsibilities: Partner's responsibilities for County's use of the Property are as follows:
- a) Partner makes no warranty or representation about the Property. County accepts the Property "AS IS." The parties will jointly conduct a pre-occupancy survey of the Property before County takes possession, and agree to record any existing damage or conditions.
  - b) Partner shall make personnel available, at County's expense, to address facility-related issues that may occur during the time the County is making use of the Property.
  - c) Partner shall identify and maintain a current contact list, attached hereto as Attachment A and incorporated by this reference herein, for the following applicable Property-related contacts:
    - 1. Security systems;
    - 2. Electrical systems;
    - 3. Refrigeration systems;
    - 4. Heating and cooling; and
    - 5. Facilities Management.
  - d) Unless otherwise agreed to by the parties in writing, Partner shall be responsible for all utility services, and associated fees and charges, to the Property.
- F. County's Responsibilities: County's responsibilities for use of the Property are as follows:
- a) County agrees to leave the Property in its original, clean condition. County will remove all equipment and personal property brought onto the Property. County will use reasonable care to prevent damage to the Property. County shall be responsible for any cleaning, repair, or remediation costs arising from or related to County's use of the Property.
  - b) The County will not make any changes or modifications to the facilities without Partner's prior written approval.
  - c) The County will notify Partner as soon as practicable when the Property has been cleared and is available for re-occupancy by the Partner.

- G. Indemnification: Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 – 30.300) and the Oregon Constitution, Article XI, Section 10, County agrees to defend, indemnify and hold the Partner harmless from any loss, damage, injury, claim, or demand caused by the negligent or willful acts of the County or its officers, elected officials, employees, agents, or anyone over which the County has a right to control.
- H. Insurance. The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- I. 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. Any claim between County and Partner that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- J. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- K. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- L. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- M. Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

- N. No Third-Party Beneficiary. Partner and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this 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 this Agreement.
- O. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- P. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Successors in Interest. 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.
- R. Contact Information

Unless specified otherwise, for purposes of this Agreement the following persons will serve as the official points of contact for each party:

Clackamas County Disaster Management  
Nancy Bush  
Director  
2200 Kaen Road  
Oregon City, OR 97045  
(503) 655-8665  
[nbush@clackamas.us](mailto:nbush@clackamas.us)

Bridges to Change  
Monta Knudson  
Executive Director  
PO Box 16576  
Portland, OR 97292  
(503) 465-2749  
[monta@bridgestochange.com](mailto:monta@bridgestochange.com)

S. Third Parties.

County may use one or more third parties to assist in performing the mass care, vaccination, medication, commodity distribution, and other public health or related regional emergency activities described above. Partner hereby acknowledges and agrees that County may permit such third parties to use the Property, subject to the terms and conditions permitted under this Agreement.

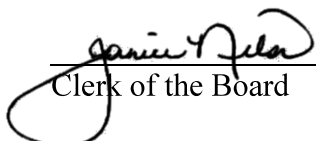
*(Signature Page Follows)*

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS  
COUNTY AND BRIDGES TO CHANGE FOR USE OF BRIDGES TO CHANGE  
CLACKAMAS OFFICE FACILITY


CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
Chair

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

  
County Counsel

3/22/2021

BRIDGES TO CHANGE

  
By: Monta Knudson  
Title: CEO

## ATTACHMENTS

### Bridges to Change Clackamas Office

**Facility Physical Address: 900 Main St. Suite 200, Oregon City, Oregon 97045**

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of March 16th 2021:

| Call down order | Name           | Title/Role           | Office Phone | Cell Phone   | Email                         |
|-----------------|----------------|----------------------|--------------|--------------|-------------------------------|
| 1               | Zach Brooks    | Operations Dir       |              | 971-716-8244 | zbrooks@bridgestochange.com   |
| 2               | Megan Allen    | Program Manager      |              | 971-386-3402 | mallen@bridgestochange.com    |
| 3               | Danny Trevitts | Lead Recovery Mentor |              | 971-386-3409 | dtrevitts@bridgestochange.com |
| 4               | Shawn Bibb     | Associate Dir        |              | 503-560-9085 | sbibb@bridgestochange.com     |
| 5               | Terri Collins  | Finance Manager      |              | 971-386-3386 | terri@bridgestochange.com     |
| 6               | Monta Knudson  | Executive Dir        |              | 971-386-3385 | monta@bridgestochange.com     |

Contacts for key facility systems are:

| System                | Name        | Title/Role      | Office Phone | Cell Phone   | Email                      |
|-----------------------|-------------|-----------------|--------------|--------------|----------------------------|
| Security              | Megan Allen | Program Manager |              | 971-386-3402 | mallen@bridgestochange.com |
| Electrical            | Megan Allen | Program Manager |              | 971-386-3402 | mallen@bridgestochange.com |
| Refrigeration         | Megan Allen | Program Manager |              | 971-386-3402 | mallen@bridgestochange.com |
| Heating and cooling   | Megan Allen | Program Manager |              | 971-386-3402 | mallen@bridgestochange.com |
| Facilities Management | Megan Allen | Program Manager |              | 971-386-3402 | mallen@bridgestochange.com |



March 23, 2021

County Administrator  
Clackamas County

County Administrator Schmidt:

**Nancy Bush**

*Director*

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

Approval of Memorandum of Agreement between Clackamas County and Clackamas County  
Fairgrounds & Event Center for emergency/disaster related use of facility

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | This Memorandum of Agreement (MOA) allows Clackamas County to use Clackamas County Fairgrounds & Event Center facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.  |
| <b>Dollar Amount and Fiscal Impact</b> | The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district. |
| <b>Funding Source</b>                  | None   |
| <b>Duration</b>                        | Until terminated by either party.  |
| <b>Previous Board Action</b>           | The Board has approved similar agreements with other school districts, local municipalities, and non-profit organizations. Disaster Management and Public Health are working to update or establish new agreements.  |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"><li>1. Coordination and Integration of Planning and Preparedness</li><li>2. Ensure Safe, Healthy and Secure Communities</li></ol>  |
| <b>Counsel Review</b>                  | Approved by Counsel on 3/16/2021 AN  |
| <b>Contact Person</b>                  | Nancy Bush, Director, 503-655-8665   |
| <b>Contract No.</b>                    | None   |

**BACKGROUND:**

This agreement allows the County to use Clackamas County Fairgrounds & Event Center facilities as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management collaborated to develop this agreement for use of facilities owned by Clackamas County Fairgrounds & Event Center to administer COVID-19 vaccinations through drive-thru community clinics and/or indoor clinics.

**RECOMMENDATION:**

Staff respectfully recommends County Administrator approval of the Memorandum of Understanding between Clackamas County and Clackamas County Fairgrounds & Event Center.

Respectfully submitted,

Nancy Bush, Director





Clackamas County Fairgrounds & Event Center  
 694 NE 4th Avenue  
 Canby, OR 97013  
 (503) 226-1136

# License Agreement

## COVID-19 Vaccine • 0 Guests • Thursday, 3/4/2021

### General Information

|                    |                  |                |  |
|--------------------|------------------|----------------|--|
| <b>Event Type:</b> | Event            |                |  |
| <b>Room Use:</b>   | Main Pavilion    | 12:00pm-7:00pm |  |
|                    | Blue Parking Lot | 12:00pm-7:00pm |  |

### Event Information & Fees

**License Agreement Issue Date: March 24, 2021**

**Event Date: 3/25/2021 - 12/31/2021**

The AGREEMENT, effective upon execution by both parties, is made by and between the Clackamas County Fairgrounds & Event Center, hereinafter referred to as **CCFEC**, and **Clackamas County**, a political subdivision of the State of Oregon, on behalf of its Division of Health hereinafter referred to as **PERMITTEE**.

**Permittee:** Clackamas County

**Name:** Kim LaCroix

**Address:** WIC Building 999 Library Court

**City/State/Zip:** Oregon City, OR, United States

**Phone:** (971) 806-0004

**Email:** KLaCroix@Clackamas.us

**PROPERTY TO BE LICENSED:** CCFEC hereby issues to Permittee a non-exclusive, revocable-at-will license to enter upon, occupy, and use a portion of the Clackamas County Fairgrounds (the "Property") described in Exhibit A, attached hereto and incorporated by this reference herein, for the sole purpose of COVID-19 Vaccination (the "Event"), mass vaccination event that will involve the public coming into the Main Pavilion and receiving a vaccine. The license provided herein conveys no interest in the Property.

**HOURS OF OPERATION:** In addition to the specific events listed above, the parties to this agreement hereby agree that, within the Agreement Term described above, upon mutual written consent of the parties, Permittee may hold additional Covid 19 Vaccination events on the Property, subject to all of the terms and conditions contained in this Agreement.

**SETUP:** Two hours prior to event time start. As used herein, "setup" means installing equipment, tents, or other materials necessary to perform the Event, as further described in this Agreement, below.

| EVENT DATE:    | TIME:      | VACCINE NUMBER/DOSE: | LOCATION:     |
|----------------|------------|----------------------|---------------|
| March 4, 2021  | 10am-7pm   | #1.1                 | Main Pavilion |
| March 25, 2021 | 10am-7pm   | #1.2                 | Main Pavilion |
| March 31, 2021 | 9am-5:30pm | #2.1                 | Drive Around  |
| April 21, 2021 | 9am-5:30pm | #2.2                 | Drive Around  |
| April 8, 2021  | 9am-5:30pm | #3.1                 | Drive Around  |
| May 6, 2021    | 9am-5:30pm | #3.2                 | Drive Around  |
| April 13, 2021 | 9am-5:30pm | #4.1                 | Drive Around  |
| May 11, 2021   | 9am-5:30pm | #4.2                 | Drive Around  |

CLACKAMAS COUNTY FAIRGROUNDS and event center operational hours are: 7:00am to 10:00pm. If the Event occurs before or after these hours, Permittee will be charged \$200.00 per hour charge for staff overtime.

**TEARDOWN, CLEANING, AND REPAIR:** Permittee agrees to vacate the Premises, and fully remove all of Permittee's property from the Premises by 9:00pm

|              |                         |         |                          |
|--------------|-------------------------|---------|--------------------------|
| <b>FEES:</b> | Event Day Rental        | \$5,000 |                          |
|              | Cleaning/Damage Deposit | \$1,000 |                          |
|              | <b>Total Due \$0</b>    |         | <b>(Waived by CCFEC)</b> |

## Terms & Conditions

**SECURITY DEPOSIT:** Permittee shall deposit the sum of \$1,000 as a security deposit. No interest will accrue on the security deposit. With no notice to Permittee, CCFEC may claim all or a portion of the security deposit to offset against (1) any unpaid fees; or (2) any damages arising from Permittee's use of the Premises including, but not limited to, the cost of repairing or remediating damage caused by Permittee to the Premises. Any amounts of the security deposit not claimed by the CCFEC will be returned to Permittee within thirty (30) days following termination of this Agreement.

**The PERMITTEE agrees to abide by the following terms and conditions:**

1. **Scope of Use:** Permittee shall have the right to use the Premises solely for the Event. Permittee is further authorized to bring all personnel, equipment, and other personal property onto the Premises as may be reasonably necessary for the Event. Permittee shall operate and maintain the Premises and store materials thereon in a neat, orderly way in compliance with all applicable federal, state, and local laws. Any other use of the Premises is unauthorized and shall constitute a trespass of CCFEC's property.
2. **Termination:**
  1. CCFEC may terminate this Agreement at any time by providing notice of revocation of the license granted herein.
  2. CCFEC may terminate this Agreement at any time CCFEC fails to receive appropriation of sufficient funds, as determined by CCFEC in its sole discretion, to perform under this Agreement.
  3. Either CCFEC or Permittee may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, or other time as may be agreed between the parties in writing, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
  4. Upon termination for breach of this Agreement, each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.
  5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
3. **Insurance:** Permittee agrees to maintain Insurance, self-insurance, sufficient to satisfy its obligations under this Agreement or applicable law.
4. **Compliance with Applicable Law.** Permittee shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Permittee's use of the Premises. Permittee shall further comply with CCFEC's then-current policies, procedures, and other requirements for use of the Premises or the Clackamas County Fairgrounds.
5. **Prior Approvals.** Permittee shall obtain all necessary permits and approvals from all federal, state, and local governments prior to or concurrent with applying to the CCFEC. CCFEC may, in its sole discretion, require Permittee to demonstrate such approvals as a condition precedent to Permittee's use of the Premises.
6. **Condition of Property:** Permittee takes the Property as-is. CCFEC makes no representations or warranties, express or implied, as to the condition of the Premises or its fitness for any particular use by Permittee.
7. **Cleaning and Repair Costs:** Permittee agrees to leave the Premises in its original, clean condition. Permittee will remove all equipment and personal property brought onto the Premises. Permittee will use reasonable care to prevent damage to the Premises. Permittee shall be responsible for any cleaning, repair, or remediation costs arising from or related to Permittee's use of the Premises.
8. **Release, Assumption of Risk, and Indemnity:** Permittee agrees to waive, release, and discharge CCFEC, the Clackamas County Fair Board, employees, officials, and agents, from any and all claims, causes of action, demands, damages, costs, of any nature whatsoever, whether known or unknown, arising out of or in any way connected with use of the Premises. Permittee understands and appreciates the risks involved in its use of the Premises and hereby expressly assumes any and all risks arising out of or relating to use of the Premises, whether or not specified herein, and understand CCFEC is not a guarantor of Permittee's safety. Subject to limits of the Oregon Constitution and the Oregon Tort Claim Act. Permittee agrees to hold harmless, defend, and indemnify CCFEC, and, the Clackamas County Fair Board, and their elected officials, officers, employees, and agents against from and against any and all claims, causes of action, demands, damages, costs, of any nature whatsoever, whether known or unknown, arising out of or in any way connected with use of the Premises. The release of claims, assumption of risk, and indemnification provided herein is intended to be as broad and inclusive as permitted by Oregon law, and that if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full force and effect. This provision shall expressly survive revocation of this Agreement
9. **Permittee Marketing:** Permittee will use approved marketing materials from Clackamas County Fairgrounds to promote the Event on their available platforms and mediums under their control.
10. **Pets:** Pets are not allowed on the Clackamas County Fair Grounds. In accordance with applicable law, service animals are welcome. A service animal is a dog that is trained to provide assistance to persons with physical and psychiatric needs. Qualified dogs are guide dogs, hearing dogs or are trained to help those with mental or emotional disabilities, seizures, or allergens.
11. **Safety:** Permittee agrees to provide and maintain the highest professional standards in every aspect of their performance of the Event including, but not limited to, compliance with all building and fire codes. Permittee agrees to comply with all then-current local, state, or

- federal COVID-19 rules and regulations. Permittee is obligated to fully cooperate with CCFEC and any other local, state, or federal agency to ensure compliance with applicable safety laws and regulations including, but not limited to, the local fire marshal. Permittee will hold safety, well-being, and enjoyment by the staff, guests and event at the highest priority as they perform under this Agreement.
12. **Closures:** CCFEC may, at any time and without prior notice, close the Clackamas County Fair Grounds if the CCFEC, in its sole administrative discretion, determines it is in the best interest of the CCFEC to do so. Upon such closure, Permittee will immediately vacate the Clackamas County Fair Grounds until Permittee is notified, in writing, by CCFEC that the Clackamas County Fair Grounds may reopen.
  13. **Smoking:** The Premises is smoke free and smoking is prohibited. "Smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying any lighted or heated cigar, pipe, weed, plant, or other tobacco like product or substance in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates vapor, in any manner or in any form.
  14. **Vehicles:** Vehicles may only be used on the Premises in areas specifically approved and designated by CCFEC for vehicle use.
  15. **Reservation of Rights:** CCFEC reserves all rights of every kind and nature whatsoever in connection with use of the Premises by Permittee. CCFEC shall have full and unfettered access to and use of the Premises at any time when Permittee is occupying the Premises, regardless of whether such access and use conflicts with Permittee's use of the Premises.
  16. **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
  17. **No Agency Status.** Neither Permittee nor Permittee's employees, members, or invitees shall be considered to be employees, officers, or agents of CCFEC for any purpose.
  18. **Integration.** This Agreement contains the entire agreement between CCFEC and Permittee and supersedes all prior written or oral discussions or agreements.
  19. **Amendments.** Permittee and CCFEC 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.
  20. **Waiver.** Failure of either party to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by that party 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 the non-defaulting shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
  21. **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.
  22. **No Third-Party Beneficiaries.** CCFEC and Permittee 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.
  23. **Survival.** All provisions in Sections 6, 7, 8, 16, 17, 18, 20, 21, 22, 23, 24, and 25 shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
  24. **Force Majeure.** Neither CCFEC nor Permittee shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, CCFEC's or Permittee's reasonable control. Permittee shall, however, 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 Agreement. Permittee shall remain responsible for all fees, costs, or other obligations under this Agreement incurred prior to the cause of delay.
  25. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses
  26. **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.

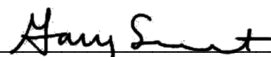
**PERMITTEE has read and agreed to the terms and conditions set forth above.**

**CCFEC:**

By: \_\_\_\_\_  
Laurie Bothwell

Date

**PERMITTEE:**

By:   
Gary Schmidt

03/24/2021

Date