



Daniel Nibouar
Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

April 28, 2022

Board of County Commissioners
Clackamas County

Approval of a License Agreement with Clackamas County Fairgrounds for event hosting services. Total value is \$300. Funded through budgeted County General Funds.

Purpose/Outcome	Provide authorization for use of County Fairgrounds 4-H Building to host two Wildfire Community Preparedness Events, on May 11 th , 2022 and May 18 th , 2022.
Dollar Amount and Fiscal Impact	Cost: \$150 per event, \$300 total Budgeted: Yes Financial Impact: None
Funding Source	General fund already budgeted in Disaster Management
Duration	Event Dates: May 11, 2022 and May 18, 2022 Rental Time: 4:30pm-8:30pm (4 hours)
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. How does this item align with your department's Strategic Business Plan goals? <ol style="list-style-type: none"> 1. Disaster Management: Provides planning and preparedness as well as response, recovery, and mitigation services to the Clackamas County community. This includes coordination and public engagement services to residents; businesses; local, regional and state partners, and County decision-makers so they can plan and invest based on a coordinated set of goals and policies. 2. How does this item align with the County's Performance Clackamas goals? <ol style="list-style-type: none"> 2. County: Ensure safe, healthy, and secure communities.
Counsel Review	Date of Counsel review: 4/18/2022 Name of County Counsel performing review: Stephen Madkour
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Facility rental agreement, does not meet procurement threshold requirements
Contact Person	Daniel Nibouar

BACKGROUND: In preparation for the upcoming wildfire season, and recognizing May as National Wildfire Awareness Month, Disaster Management staff are proactively collaborating with agency partners across the county to promote community wildfire preparedness.

Throughout the month of May, eight Wildfire Community Preparedness events will take place in the rural areas of the county, to promote wildfire awareness, preparedness and education. The



Daniel Nibouar

Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

events will include presentations from local fire districts and multiple county agencies including Disaster Management, Sheriff's Office, and Public Health as well as regional and state partners. The interactive discussions will focus on defensible space planning, evacuation readiness, public alerts, public safety during power outages and smoke exposure, and resources to support the community during wildfires. The list of in-person locations includes Beaver Creek, Canby, Colton, Eagle Creek, Estacada and Hoodland.

A majority of the events will take place in the local fire stations; however, the Canby fire station does not have large enough space to accommodate these type of activities. The expected amount of event attendees, event presenters and supporting community partners onsite will easily exceed the space capacity at the local fire station. A request has been made to find a local venue that can accommodate meeting space needs and provide accessible parking to host the event.

RECOMMENDATION: Staff recommends approval of this agreement and authorization for the Chair or County Administrator to sign on behalf of the County.

Respectfully submitted,

A handwritten signature in black ink that reads "Daniel Nibouar".

Daniel Nibouar

Disaster Management



Clackamas County Fairgrounds & Event Center
694 NE 4th Avenue
Canby, OR 97013
(503) 266-1136

License Agreement

Clackamas County Disaster Management • 40 Guests • Wednesday,
5/11/2022

General Information

Event Type: Event
Room Use: 4H Hall 5:30pm-8:00pm

Event Information & Fees

License Agreement Issue Date: April 14, 2022

Event Date: Multiple Dates

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 Disaster Management**, hereinafter referred to as **PERMITTEE**.

Permittee: Clackamas County Disaster Management

Name: Daniel Nibouar **2nd Event Contact (if applicable):** Brenna Cruz

Address: 1710 Red Soils Ct. Suite 225 **2nd Phone Number:** (503) 349-8175

City/State/Zip: Oregon City, OR 97045 **2nd Email:** bcruz@clackamas.us

Phone: (503) 655-8665

Email:

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 **Clackamas County Disaster Management** (the "Event"), Wildfire Emergency Information Event. The license provided herein conveys no interest in the Property.

HOURS OF OPERATION: Permittee may use the Property during the times described below:

SETUP: **Wednesday, May 11th and Wednesday, May 18th, 2022, 4:30 pm**, 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: **Wednesday, May 11th and Wednesday, May 18th, 2022, 5:30 -8:00 pm**, 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 **Wednesday, May 11th and Wednesday, May 18th, 2022, out by 8:30 pm**

FEES: Payment shall be made as follows:

	Event Day Rental	\$	50.00 per hour (3 hours per event day, \$300.00 total)
Refundable	Cleaning/Damage Deposit	\$	~waived~

Total Due \$ 300.00

\$150.00 DUE AT SIGNING
\$150.00 DUE 30 DAYS BEFORE EVENT

Terms & Conditions

CLEANING/DAMAGE DEPOSIT: Permittee shall deposit the sum of ~~~waived~~~ 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 General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$1,000,000 general aggregate for the protection of the CCFEC, its elected officials, officers, commissioners, and employees. Such insurance shall include "Clackamas County Fair Grounds & Event Center, Clackamas County Fair Board, Clackamas County, and their elected officials, agents, officers, and employees" as an additional insured. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by Permittee to the CCFEC. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the CCFEC shall be excess and shall not contribute to it. Permittee shall submit certificates of insurance to the CCFEC prior to any use of the Property.
4. **Alcohol:** Permittee may not server or sell alcohol at the Event without CCFEC's prior written approval. If CCFEC approves the sale or service of alcohol at the event, Permittee shall hire state-licensed alcohol beverage servers. Alcohol must be contained within an area or building designated by CCFEC. Permittee must ask for ID from all customers in accordance with applicable state law, and Permittee will have the authority to cut off anyone who it feels is visibly intoxicated. Hired servers are responsible for the cleanup of the Event. Permittee is responsible for cleanup of the Event in accordance with this Agreement. Permittee will need to contact CCFEC to acquire security if the Event involves the service or sale of alcohol. Permittee shall provide security at all entrance/exit locations for the entire Event per CCFEC requirements. Permittee shall coordinate the scheduling of security staff CCFEC.
5. **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.
6. **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.
7. **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.
8. **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.

9. **Release, Assumption of Risk, and Indemnity:** Permittee agrees to waive, release, and discharge CCFEC, the Clackamas County Fair Board, Clackamas County, and their officers, 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. Permittee agrees to hold harmless, defend, and indemnify CCFEC, the Clackamas County Fair Board, Clackamas County, and their elected officials, officers, employees, officials, 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
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **Vehicles:** Vehicles may only be used on the Premises in areas specifically approved and designated by CCFEC for vehicle use.
16. **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.
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. **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.
19. **Integration.** This Agreement contains the entire agreement between CCFEC and Permittee and supersedes all prior written or oral discussions or agreements.
20. **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.
21. **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.

