



April 12, 2021

County Administrator
Clackamas County

Administrator Schmidt:

Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Approval of Memorandum of Agreement between Clackamas County & Canby Foursquare
Church for emergency/disaster related use of facility

| | |
|--|--|
| Purpose/Outcomes | This Memorandum of Agreement (MOA) allows Canby Foursquare Church facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts. |
| Dollar Amount and Fiscal Impact | 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. |
| Funding Source | None |
| Duration | Until terminated by either party. |
| Previous Board Action | The County Administrator has approved similar agreements with other school districts, local municipalities, and non-profit organizations and ratified with the Board. Disaster Management and Public Health are working to update or establish new agreements. |
| Strategic Plan Alignment | <ol style="list-style-type: none">1. Coordination and Integration of Planning and Preparedness2. Ensure Safe, Healthy and Secure Communities |
| Counsel Review | Approved by Counsel on 3/16/2021 AN |
| Contact Person | Nancy Bush, Director, 503-655-8665 |
| Contract No. | None |

BACKGROUND:

This agreement allows the County to use Canby Foursquare Church 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 Canby Foursquare Church 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 Canby Foursquare Church and Clackamas County.

Respectfully submitted,

Nancy Bush, Director

FACILITIES USE AGREEMENT

between the

Canby Foursquare Church

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 7th day of April 2021, by and between the Canby Foursquare Church, 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 Canby Foursquare Church Campus (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:
- Partner agrees not to charge any fee for County's use of the Property.
 - County will pay Partner the sum of: N/A
- 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

Canby Foursquare Church
René Bogue
Public Services Pastor
2350 SE Territorial Rd., Canby, OR 97013
503.266.4444
rbogue@canbyfoursquare.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)

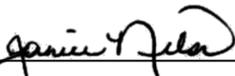
SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS COUNTY AND CANBY FOURSQUARE CHURCH FOR USE OF CANBY FOURSQUARE CHURCH FACILITY

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS



Chair

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:

County Counsel

CANBY FOURSQUARE CHURCH



By: Christopher White

Title: Church Business Administrator



By: René Bogue

Title: Public Services Pastor

ATTACHMENTS

Canby Foursquare Church

Facility Physical Address: 2350 SE Territorial Rd., Canby, OR 97013

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of 04/08/2021:

| Call down order | Name | Title/Role | Office Phone | Cell Phone | Email |
|-----------------|-------------------|-------------------------------|--------------|--------------|----------------------------|
| 1 | René Bogue | Public Services Pastor | 503.266.4444 | 503.539.8931 | rbogue@canbyfoursquare.com |
| 2 | Christopher White | Church Business Administrator | 503.266.4444 | | cwhite@canbyfoursquare.com |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |

Contacts for key facility systems are:

| System | Name | Title/Role | Office Phone | Cell Phone | Email |
|-----------------------|--|-------------------------------|----------------------------|-----------------------|---|
| Security | René Bogue (primary contact) | Public Services Pastor | 503.266.4444 (same) | 503.539.8931 | rbogue@canbyfoursquare.com |
| | or ----- Jerry Capponette (on-site assistance) | ----- Maintenance Director | | ----- 971.533.6963 | ----- jcaponette@canbyfoursquare.com |
| Electrical | (see above) | | | | |
| Refrigeration | (see above) | | | | |
| Heating and cooling | (see above) | | | | |
| Facilities Management | (see above) | | | | |



April 12, 2021

County Administrator
Clackamas County

Administrator Schmidt:

Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Approval of Memorandum of Agreement between Clackamas County & Friends of Estacada
Community Center, Inc. for emergency/disaster related use of facility

| | |
|--|--|
| Purpose/Outcomes | This Memorandum of Agreement (MOA) allows Friends of Estacada Community Center, Inc. facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts. |
| Dollar Amount and Fiscal Impact | 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. |
| Funding Source | None |
| Duration | Until terminated by either party. |
| Previous Board Action | The County Administrator has approved similar agreements with other school districts, local municipalities, and non-profit organizations and ratified with the Board. Disaster Management and Public Health are working to update or establish new agreements. |
| Strategic Plan Alignment | <ol style="list-style-type: none">1. Coordination and Integration of Planning and Preparedness2. Ensure Safe, Healthy and Secure Communities |
| Counsel Review | Approved by Counsel on 3/16/2021 AN |
| Contact Person | Nancy Bush, Director, 503-655-8665 |
| Contract No. | None |

BACKGROUND:

This agreement allows the County to use Friends of Estacada Community Center, 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 Friends of Estacada Community Center, 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 Friends of Estacada Community Center, Inc. and Clackamas County.

Respectfully submitted,

Nancy Bush, Director

FACILITIES USE AGREEMENT

between the

Friends of Estacada Community Center, Inc.

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this Sixth day of April 2021, by and between the Friends of Estacada Community Center, Inc. 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 Estacada Community Center (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 [We are open to anything 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

Friends of Estacada Community Center, Inc
 Janet Gilliland
 Board Chair
 200 SW Clubhouse Drive
 Estacada, OR 97023
 503.630.7454
Valerie.communitycenter@gmail.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)

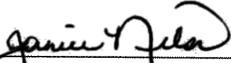
SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS COUNTY AND Friends of Estacada Community Center, Inc FOR USE OF The Estacada Community Center

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS



Chair

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:

County Counsel

Friends of Estacada Community Center, Inc.



By: Janet Gilliland
Title: Board Chair

ATTACHMENTS
[Estacada Community Center]

Facility Physical Address:
200 SW Clubhouse Drive
Estacada, OR 97023

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of 01.01.2020:

| Call down order | Name | Title/Role | Office Phone | Cell Phone | Email |
|-----------------|------------------|------------------|--------------|--------------|-----------------------------------|
| 1 | Valerie Renteria | General Manager | 503-630-7454 | 209-627-9135 | Valerie.communitycenter@Gmail.com |
| 2 | Janet Gilliland | Board Chair | | 503-780-6133 | jlgilliland@icloud.com |
| 3 | Jackie Fausto | Client Services | 503-630-7454 | 503-550-1985 | Jackie.communitycenter@gmail.com |
| 4 | Jim Moriarty | Board Vice Chair | | 951-368-4277 | Larrymo1979@yahoo.com |
| 5 | | | | | |
| 6 | | | | | |

Contacts for key facility systems are:

| System | Name | Title/Role | Office Phone | Cell Phone | Email |
|-----------------------|------------------|-----------------|--------------|--------------|-----------------------------------|
| Security | Valerie Renteria | General Manager | 503-630-7454 | 209-627-9135 | Valerie.communitycenter@gmail.com |
| Electrical | Valerie Renteria | General Manager | 503-630-7454 | 209-627-9135 | Valerie.communitycenter@gmail.com |
| Refrigeration | Valerie Renteria | General Manager | 503-630-7454 | 209-627-9135 | Valerie.communitycenter@gmail.com |
| Heating and cooling | Valerie Renteria | General Manager | 503-630-7454 | 209-627-9135 | Valerie.communitycenter@gmail.com |
| Facilities Management | Valerie Renteria | General Manager | 503-630-7454 | 209-627-9135 | Valerie.communitycenter@gmail.com |