



Daniel Nibouar
Interim Director

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

T 503-655-8378

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September 23, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for FEMA 2021 Building Resilient Infrastructure for Communities (BRIC) Grant Funds to Sponsor PGE Hwy 26 Electric Utility Resilience Project - Stage 1

Purpose/ Outcome	Disaster Management requests approval to apply for 2021 BRIC funds for PGE to underground utility infrastructure along the Mt Hood Corridor.
Dollar Amount and Fiscal Impact	PGE estimates that over the next several years, the project will cost between \$400 million to \$600 million and they will annually seek the \$50 million project maximum FEMA BRIC grant funding that covers the 75% federal grant share. With the grant eligibility of the County, PGE intends to apply every year for this funding and to cover to 25% local match and project administration. There will be no cost to Clackamas County and the county will be compensated for any time required for compliance filings.
Funding Source	FEMA BRIC grant and PGE local match - No general funds are involved.
Duration	Grant performance period is three years from award date.
Previous Board Action/Review	Board Issues 9/14/21 – Item 1. Proceed to Consent Agenda.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure Safe, Healthy and Secure Communities – This project will foster community resilience through planning and preparedness. 2. Build a Strong Infrastructure – This will support long-term investments in strong and affordable infrastructure.
Counsel Review	Council review is not required until agreement is awarded.
Procurement Review	Grant application. Procurement review is not required.
Contact Person	Jay Wilson, 503-723-4848

BACKGROUND: As a private utility, PGE is not eligible to directly apply for the FEMA BRIC grants, but the County is eligible and can sponsor the FEMA grant for PGE’s work on behalf of the Mt Hood communities. In fact, the County’s 2019 Multi-Jurisdictional Natural Hazard Mitigation Plan has existing goals and actions already identified to

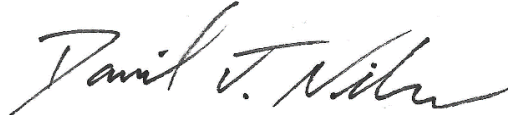
support public-private partnerships and encourage utilities to underground critical infrastructure.

At this time, the County will need to submit a 2021 BRIC pre-application by September 23rd to the State for review and to be ranked for approval consideration. If approved, the County will then submit the full BRIC sub-application by January 17, 2022 for nationwide competition for BRIC grant funding. There is no obligation to the County by submitting the pre-application. All necessary administrative and legal procedures can be arranged prior to the full sub-application submittal.

RECOMMENDATION:

Staff respectfully recommends the Board approve the submittal of the BRIC pre-application in partnership with PGE.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel V. Nibouar". The signature is written in a cursive, flowing style.

Daniel Nibouar,
Interim Director



September 23, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Memorandum of Agreement between Clackamas County and the Molalla United
Methodist Church for emergency/disaster related use of the Church

Purpose/Outcomes	This Memorandum of Agreement (MOA) allows Clackamas County to use Molalla United Methodist Church post-emergency/disaster purposes such as vaccine points of distribution.
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 church. If needed, those expenses will be paid with from Federal grants that provide funds for that purpose.
Funding Source	None
Duration	June 30, 2022, or until terminated by either party.
Previous Board Action	The Board has approved similar agreements with other churches, school districts and local municipalities.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	Approved by Counsel – AN on 5/3/21
Contact Person	Philip Mason-Joyner, Public Health Director, 503-742-5956
Contract No.	None

BACKGROUND:

This agreement allows the County to use Molalla United Methodist Church as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health developed this agreement for use of Molalla United Methodist Church to administer COVID-19 vaccinations through indoor community clinics.

RECOMMENDATION:

Staff respectfully recommends Board approval of the Memorandum of Understanding between Clackamas County and Molalla United Methodist Church.

Respectfully submitted,

Daniel Nibouar, Interim Director

Daniel Nibouar
Interim Director

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

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FACILITIES USE AGREEMENT

between the

Molalla United Methodist Church

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 7 day of September 2021, by and between the Molalla United Methodist 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 [Molalla United Methodist Church, 111 S. Mathias Rd, Molalla, OR 97038] (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 checked="" 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
Daniel Nibouar
Interim Director
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8665
dnibouar@clackamas.us

Molalla United Methodist Church
Jonathon Hughes
Pastor
111 S. Mathias Road
Molalla, OR 97038
971-900-6262
pastorjon@molallaumc.org


(Signature Page Follows)

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS
COUNTY AND MOLALLA UNITED METHODIST CHURCH FOR USE OF MOLALLA
UNITED METHODIST CHURCH FACILITY

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

MOLALLA UNITED METHODIST
CHURCH

Chair



By: Jonathon Hughes
Title: Pastor

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

ATTACHMENTS

MOLALLA UNITED METHODIST CHURCH

Facility Physical Address: 111 S Mathias Rd, Molalla OR 97038

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of September 7, 2021:

Call down order	Name	Title/Role	Office Phone	Cell Phone	Email
1	Jon Hughes	Pastor	503-829-8076	971-900-6262	pastorjon@molallaumc.org
2	Ed Appleman	Pres/Trustees	503-829-3266		evappleman@gmail.com
3	Vicki Smith	Council Chair	503-263-6949		
4					
5					
6					

Contacts for key facility systems are:

System	Name	Title/Role	Office Phone	Cell Phone	Email
Security	Ed Appleman	Pres/Trustees	503-829-3266		evappleman@gmail.com
Electrical	Ed Appleman	Pres/Trustees	503-829-3266		evappleman@gmail.com
Refrigeration	Ed Appleman	Pres/Trustees	503-829-3266		evappleman@gmail.com
Heating and cooling	Ed Appleman	Pres/Trustees	503-829-3266		evappleman@gmail.com
Facilities Management	Ed Appleman	Pres/Trustees	503-829-3266		evappleman@gmail.com