



Daniel Nibouar
Interim Director

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

T 503-655-8378

clackamas.us

January 27, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Facility Use Agreement between Clackamas County and Clackamas Town Center Mall L.L.C. for COVID Vaccine Emergency/Disaster Related Use of Facility. No County General Funds Involved

Purpose/Outcomes	This Facility Use Agreement (FUA) allows Clackamas County to use Clackamas Town Center Mall L.L.C. facilities for certain post-emergency/disaster purposes such as vaccine points of distribution.
Dollar Amount and Fiscal Impact	The FUA 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. If needed, those expenses will be paid with Federal grants that provide funds for that purpose.
Funding Source	None
Duration	December 31, 2022 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 1/12/22
Contact Person	Philip Mason-Joyner, Public Health Director, 503-742-5956
Contract No.	None

BACKGROUND:

This agreement allows the County to use Clackamas Town Center 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 Town Center Mall L.L.C. to administer COVID-19 vaccinations through indoor and/or drive through community clinics.

RECOMMENDATION:

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

Respectfully submitted,

Daniel Nibouar
Interim Director

**VACCINATION SITE
AGREEMENT**

This Vaccination Site Agreement ("Agreement") is made as of this day, 1st day of January, 2022, ("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 December 31, 2022. 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 HIPAA 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, 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: _____

By: _____

Name: _____

Authorized Signatory

Title: _____

Exhibit A

1. Event Details

- Property - shopping center: Clackamas Town Center
- Event dates, time, and end date: starting 1.4.2022 until end of term.
- Contact at Shopping Center – Dennis Curtis – Dennis.Curtis@brookfieldpropertiesretail.com
- Premises – 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: first day of Event

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:

General Liability	\$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.						
Professional Liability (Medical Malpractice)	<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.).						
Automobile Liability	\$1,000,000 Combined Single Limit						
Workers' Compensation Employers' Liability	Statutory						
	\$500,000 Each Accident						
	OR \$500,000 Disease, Policy Limit						
	\$500,000 Disease, Each Employee						
(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage \$500,000 Occurrence/Aggregate						

POLICY REQUIREMENTS.

Organizer attests that Clackamas Fire Department workers are covered under Organizer's insurance program as "employees" and OPEEP coverage covers the Fire Department for medical malpractice. OPEEP stands for Oregon Public Entity Excess Pool.

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.; Brookfield Properties Retail Inc; and Brookfield Property Partners LP. 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 1.4.2022, 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 1.4.2022, 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

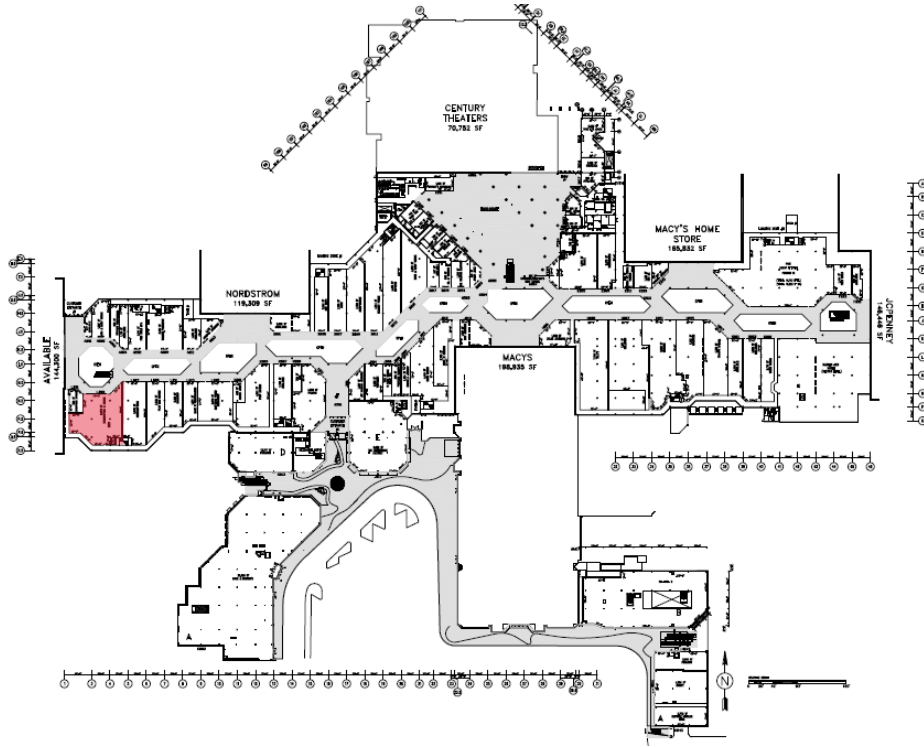
Printed Name: _____

Date: _____

Entity Name, if applicable: _____

Title: _____

Exhibit E



Brookfield
Properties

CLACKAMAS TOWN CENTER
12000 SE 62ND AVENUE - SUITE 1083
PORTLAND, OREGON 97266

THIS DRAWING IS THE PROPERTY OF BROOKFIELD PROPERTIES, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BROOKFIELD PROPERTIES, INC.

PROJECT NO. 1041
DRAWING NO. 11/22/2011

DESCRIPTION
LEASE PLAN
UPPER LEVEL

SHEET NO.
LP2
DATE 05/07/2011