



Nancy Bush

Director

Disaster Management
2200 Kaen Road
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clackamas.us

September 26, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Memorandum of Agreement between Clackamas County and the Lake Oswego School District for emergency/disaster related use of Lake Oswego and Lakeridge High Schools

Purpose/Outcomes	This Memorandum of Agreement (MOA) allows Clackamas County to use Lake Oswego High School and/or Lakeridge High School 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	September 26, 2019 until terminated by either party.
Previous Board Action	The Board approved a similar agreement with another school district on March 2, 2017. Disaster Management and Public Health are working to update agreements with all county school districts.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	Approved by Counsel on January 14, 2019
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	None

BACKGROUND:

In December 2010, the Board approved an agreement between Clackamas County and three school districts allowing the County to use school facilities as points of dispensing sites for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management partnered to update the agreement to include points of dispensing as well as other disaster-related uses such as sheltering.

RECOMMENDATION:

Staff respectfully recommends Board approval of the Memorandum of Understanding between Clackamas County and Lake Oswego School District.

Respectfully submitted,

Nancy Bush, Director

FACILITIES USE AGREEMENT

between the

Lake Oswego School District

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 15th day of August 2019, by and between the Lake Oswego School District, 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 Lake Oswego High School and Lakeridge High School (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 checked="" type="checkbox"/> Landing zones |
| <input checked="" type="checkbox"/> Sheltering for community members | <input checked="" type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals | <input checked="" type="checkbox"/> Children disaster services |
| <input type="checkbox"/> Sheltering for large animals | <input checked="" 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
Sarah Eckman
Administrative Services Manager
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8378
sarahste@clackamas.us

Lake Oswego School District
(name and info here) *John Park - Safety & Security*
PO Box 70
2455 Country Club Rd
Lake Oswego, OR 97034
(503) 534-2246
parkeje@loswego.k12.or.us

(Signature Page Follows)

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

LAKE OSWEGO SCHOOL DISTRICT


Chair JIM BERNARD

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel



By:
Title: *Assistant Superintendent
of Business Services*