

**AGREEMENT BETWEEN WASHINGTON COUNTY AND
ALOHA UNITED METHODIST CHURCH RELATED TO
TEMPORARY SHELTER OPERATION**

This Agreement is entered into by and between Washington County (“County”), a political subdivision of the State of Oregon, and Aloha United Methodist Church (AUMC). The County and AUMC may be jointly referred to as the “Parties” or individually as a “Party.”

AGREEMENT

1. License. AUMC hereby grants the County a license to use certain property owned by AUMC for the purposes of constructing and managing a temporary homeless shelter pod site, subject to the terms and conditions set forth herein. The County intends to contract with a third-party service provider (“Provider”) to provide the day-to-day operation of the emergency shelter. The County shall ensure that the Provider complies with the terms and conditions of this Agreement.
2. Property and Licensed Area. The “Property” shall be and mean the land and building commonly known as 2270 SW 198th Aloha, OR 97003. The “Licensed Area” shall include the land, building, and parking lot on the Property as depicted in Exhibit A, but shall not include any other portion of the Property.
3. License Term; Termination. The “License Term” shall commence in July 2023 and shall continue for the duration until expiration on July 31, 2025, or as terminated earlier or extended further by written agreement of the Parties.
4. Additional Terms of Use.
 - 4.1 Access. AUMC shall allow County and Provider staff full and unlimited access to the Licensed Area 24 hours per day, seven days a week.
 - 4.2 Allowed Uses of Licensed Area for Service Provider Staff. AUMC shall provide the following areas within the main building for use by Provider staff:
 - 4.2.1 Dedicated office space
 - 4.2.2 Laundry room adjacent to office space for use by service recipients under the supervision of Provider staff
 - 4.2.3 Restroom(s)
 - 4.2.4 Kitchen for food storage and reheating only
 - 4.3 Summary of Complaints. AUMC shall provide County with a summary of any complaint lodged by members of the community, service recipients, or any other person or entity within 48 hours of receipt or as reasonably practicable.
 - 4.4 Construction, Maintenance and Repair. County shall construct temporary facilities on Licensed Area for use as an emergency homeless shelter pod site, including the provision of equipment which supply electricity, water, and sewage services. County shall be

responsible for installation, maintenance, and repair of the temporary pods, affiliated temporary structures, and supporting utility equipment including service lines up to the point of connection with the main municipal source.

- 4.5 Restoration. County shall restore the Licensed Area to the condition it existed prior to the commencement of the License Term. The County shall ensure that its personal property and the personal property of the Provider and service recipients are removed from the Property within 60 days of the end of the License Term. Personal property includes all temporary shelter structures and equipment such as shelter pods, hygiene trailers, and any rentals associated with the temporary shelter. Any personal property that remains on the property after the License Term shall be considered abandoned, and AUMC may dispose of the personal property and bill the county for the expense.
- 4.6 Service Provider. County shall contract with Provider to operate the shelter. County is responsible for all payments to Provider as well as to ensure Provider complies with the terms of this Agreement as applicable.
- 4.7 Provider Requirements. County shall require Provider to maintain and secure the Licensed Area in a clean and safe condition and to provide:
- 4.6.1 Round-the-clock bed availability
 - 4.6.2 Supervision and oversight of service recipients
 - 4.6.3 Crisis intervention and conflict resolution
 - 4.6.4 Three meals per day and snacks for service recipients
 - 4.6.5 Restrooms and shower facilities for service recipients
- 4.8 Incident reports. The County shall provide notice to AUMC as soon as reasonably practicable of any critical incidents occurring on the site, which includes: (1) injury incidents that require offsite medical care; (2) incidents where emergency services (police, fire and/or emergency medical services) are called to the shelter; (3) incidents where damage to facilities affects safety of operations; and (4) incidents that are likely to create a significant community impact.
- 4.9 Monthly Summary. County shall provide AUMC with a monthly summary of general program operation challenges and incidents. This information will be provided to AUMC for awareness of potential public relations issues as well as to manage its rights under the terms of this Agreement. Nothing in this section is intended to place any responsibility upon AUMC to address incidents outlined in such reports, and as set forth above, Provider shall remain solely responsible for operating and managing the temporary shelter space. No part of this section shall be read to affect the indemnification or liability terms set forth by AUMC and County in this Agreement.
- 4.10 Good Faith Negotiation. The Parties agree to negotiate in good faith regarding the relationship between the Parties and their respective duties and obligations which are not expressly provided for in this Agreement.

- 4.11 Written Communication Requirement. Except as otherwise provided in this Agreement, any communications between the parties or notices to be given shall be sent in writing by personal delivery or email to:

For the County:

Jessi Adams
161 NW Adams Ave, Suite 2000 ME 63
Hillsboro, OR 97124
503-443-9042
Jessi_adams@washingtoncountyor.gov

For AUMC:

Pastor Keren Rodriguez
2270 SW 198th Ave
Beaverton, OR 97003
971-427-1380
alohaumcpastor@gmail.com

5. General Provisions.

- 5.1. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
- 5.2. Relationship of Parties. Nothing in this Agreement nor any acts of the parties under this Agreement shall be deemed or construed by the parties or by any third party, to create the relationship of employee and employer, principal and agent, partnership, joint venture, or any association between County and AUMC.
- 5.3. Oregon Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All legal actions shall be initiated in Washington County Circuit Court or the United States District Court for the District of Oregon. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.
- 5.4. Notice of Third-Party Claims. A party receiving notice of any third-party claim or cause of action, suit, or proceeding against a party related to this Agreement or services performed under this Agreement shall promptly notify the other party in writing of the third-party claim or cause of action and provide the other party a copy of the notice, claim, process, and all legal pleadings with respect to the third-party claim.
- 5.5. Default. A party shall be deemed in default if it fails to comply with any provision of this Agreement. A non-defaulting party shall provide defaulting party written notice of the default and an explanation thereof and allow the defaulting party 30 days within which to cure.
- 5.6. Indemnification. This Agreement is for the benefit of the parties only. Each party to this Agreement agrees to indemnify and hold harmless the other party and its officers, employees, and agents, from and against all claims, demands, and causes of actions and suits of any kind or nature for personal injury, death, or damage to property (including

the costs of defense thereof and all attorney fees and costs, through all appeals) on account of or arising out of services performed, the omission of services, or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees, and agents.

- 5.7 Insurance. Each party agrees to maintain (appropriate) insurance levels for the duration of the Agreement. The County shall require its contract operator to maintain insurance to cover AUMC, its officers, agents, and employees, to the same extent that the operator is required to provide insurance for the County. The County shall require the operator to name AUMC, and its officers, agents, and employees as additional insureds.
- 5.8 Modification. No waiver, consent, modification, or change of terms of this Agreement shall be binding unless in writing and signed by the parties.
- 5.9 Dispute Resolution. The parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiations.
- 5.10 Enforcement. Notwithstanding the provisions in 5.9, either party may institute legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.
- 5.11 Excused Performance. In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance that are not within the reasonable control of the party to be excused.
- 5.12 Termination. A party may terminate its participation in this Agreement, with or without cause and at any time, by providing 30 days written notice to the other parties to this Agreement.
- 5.13 Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.
- 5.14 Interpretation of Agreement. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
- 5.15 Entire Agreement. This Agreement is the entire agreement of the parties on its subject. This Agreement supersedes any prior discussions or agreements regarding the same subject.

The aforementioned provisions are hereby agreed upon by the Parties and executed by the duly authorized representatives of the Parties signing this Agreement.

WASHINGTON COUNTY

ALOHA UNITED METHODIST CHURCH

DocuSigned by:
Marni Kuy1
By: 802F57129067492...

DocuSigned by:
Keren Rodriguez
By: F65021BB42E8481

Marni Kuy1
Printed Name: _____


Keren Rodriguez
Printed Name: _____

Marni Kuy1 ACA ACA
Title: _____

pastor
Title: _____

8/29/2023 | 08:08 PDT
Date: _____

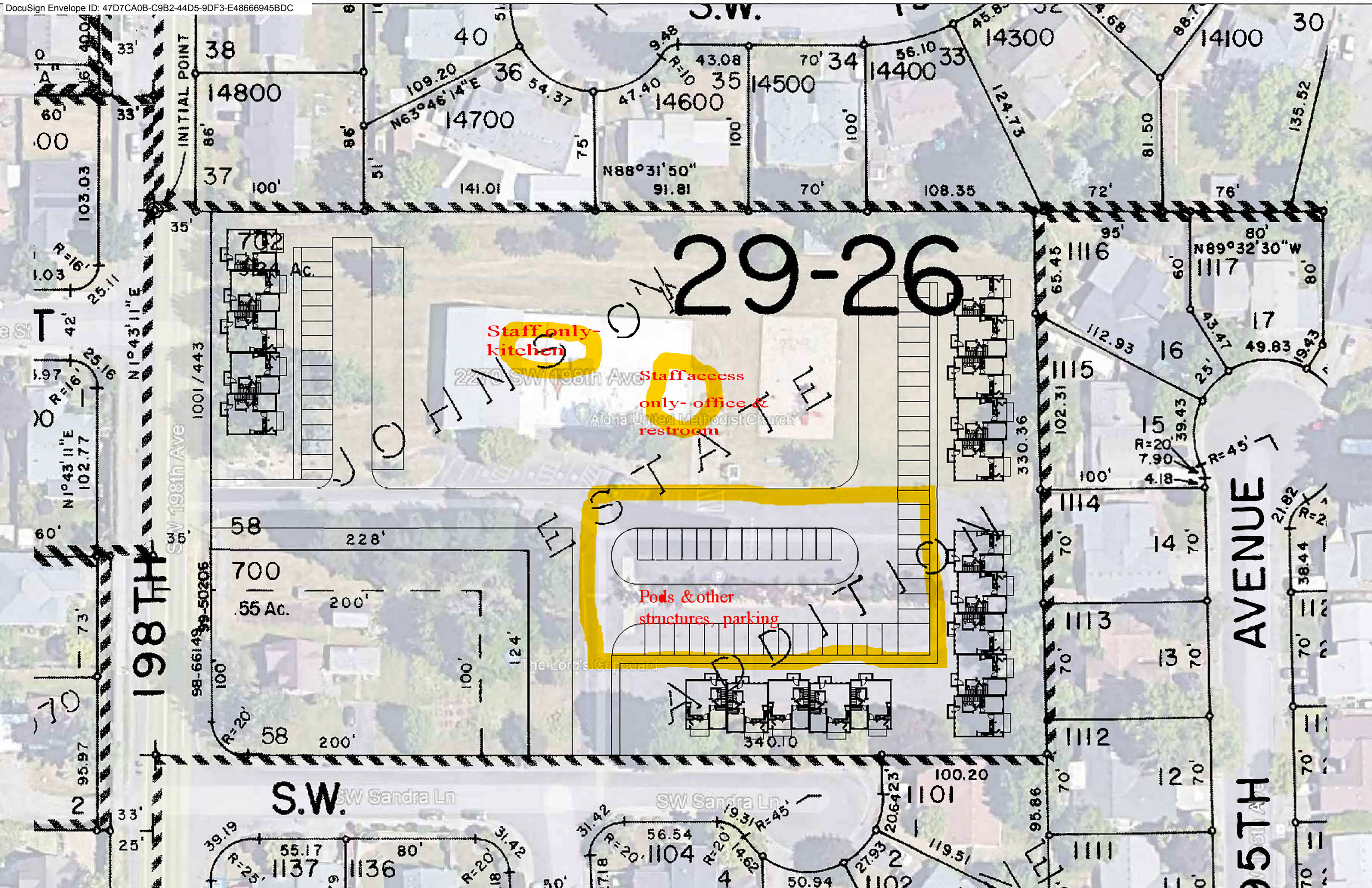
8/28/2023 | 17:40 PDT
Date: _____

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walt silfies

Title: 8/28/2023

8/28/2023 | 17:39 PDT



29-26

Staff only kitchen

Staff access only - office & restroom

Pods & other structures, parking

198TH

AVENUE

95TH

S.W.

SW Sandra Ln

SW 198th Ave

2270 SW 198th Ave

Aidna United Methodist Church

the Lord's Church

INITIAL POINT

SW 198th Ave

SW 198th Ave

SW Sandra Ln

SW Sandra Ln

95TH

For Administrative Use Only – Z99999

Supplier Name: Aloha United Methodist Church

Actual Contract Number (CustomText4): 23-1195

Department (Location): Housing

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): MOU: Memo of Understanding

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 23-1195

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): \$0 or Not Applicable

SHIP TO (LocShipTo): Housing

BILL TO (LocBillTo): Housing

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram):

Contract Admin (Administrator): Katherine Galian

Certificate Of Completion

Envelope Id: 47D7CA0BC9B244D59DF3E48666945BDC	Status: Completed
Subject: Complete with DocuSign: 23-1195: Aloha United Methodist Church	
Source Envelope:	
Document Pages: 7	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Connie Wilson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	Connie_Wilson@co.washington.or.us
	IP Address: 192.235.66.2

Record Tracking

Status: Original	Holder: Connie Wilson	Location: DocuSign
7/31/2023 12:42:44 PM	Connie_Wilson@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Walt Silfies
 wrsilfies@aol.com
 Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

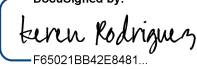
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Timestamp

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 Viewed: 8/28/2023 4:16:33 PM
 Signed: 8/28/2023 5:39:00 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/28/2023 4:16:33 PM
 ID: d5cd82c6-19f8-4d21-8e9b-2600bc046ee5

Keren Rodriguez
 alohaumcpastor@gmail.com
 pastor
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

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 Using IP Address: 15.254.45.246

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 Viewed: 7/31/2023 4:23:16 PM
 Signed: 8/28/2023 5:40:30 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/31/2023 4:23:16 PM
 ID: 0075436e-70c9-480d-afe8-18510de3244b

Marni Kuyl
 Marni_Kuyl@washingtoncountyor.gov
 Marni Kuyl ACA ACA
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

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 Signed: 8/29/2023 8:08:24 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/29/2023 8:07:18 AM
 ID: bffe15c4-6163-485d-a83b-1993826e780e

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	8/2/2023 8:04:33 AM
Envelope Updated	Security Checked	8/2/2023 8:04:33 AM
Envelope Updated	Security Checked	8/2/2023 8:04:34 AM
Envelope Updated	Security Checked	8/2/2023 8:04:34 AM
Certified Delivered	Security Checked	8/29/2023 8:07:18 AM
Signing Complete	Security Checked	8/29/2023 8:08:24 AM
Completed	Security Checked	8/29/2023 8:08:24 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.