

MEMORANDUM OF UNDERSTANDING FOR USE OF FACILITIES AT MOLALLA HIGH SCHOOL

This agreement is made and entered into as of _____, 2025, between CLACKAMAS COUNTY CHILDREN'S COMMISSION (CCCC), hereinafter referred to as the Program Operator, and MOLALLA RIVER SCHOOL DISTRICT (MRSD), hereinafter referred to as the Owner.

WHEREAS, the Program Operator desires classroom and office space for the children it serves, as well as staff, in the Molalla, Oregon area, and the Owner is able to provide such space, both parties do agree as follows:

The Owner shall provide the following:

1. Three classrooms, one of which includes a bathroom and approximately 1,500 square feet of outdoor space located at Molalla High School, 357 E Francis St, Molalla, Oregon 97038.
2. Existing furniture, not slated for other purposes will be made available to Program Operator.
3. Building operational services such as heat, light, water, internet (IT services), maintenance and custodial services comparable to other classrooms in the District.
4. Provide approximately (6) staff with entry into the building via badge access from 7:00am – 7:00pm.
5. Use of additional conference spaces are subject to availability and prior approval. In some cases, additional fees may be incurred.
6. Facility improvements/alterations must receive prior written approval of Owner. The plans for the specific improvement(s) must be preapproved and inspected upon completion by the Director of Facilities. Any contractor selected by Program Operator will be licensed, bonded and insured and have the qualifications required to perform the job in a professional, workmanlike manner. The Program Operator shall have no right to remove any improvements placed on the premises. The exception being playground equipment installed in the outdoor space.

The Program Operator shall provide the following:

1. **Insurance.** Program Operator will procure and maintain insurance as follows:

Coverage	Limit
General Liability	
General Per occurrence	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one Fire)	\$100,000
Medical Expense (Any one Person)	\$10,000

Program Operator will provide that cancellation nor material change to the policy will take place without at least thirty (30) days prior written notice to Owner.

Owner will be named on all liability policies as an Additional Insured by endorsement. The Certificate of Insurance and Additional Insured Endorsement will be forwarded to the Owner prior to the effective date of this agreement.

The Program Operator hereby agrees to indemnify and hold harmless Owner as well as its successors, assignees, officers, directors, shareholders and employees from any and all claims, demands, causes of action, liability, damage, costs, attorney fees and obligations of every kind and description, contingent or otherwise, arising out of or related to the Program Operator's operation and usage of facility hereto referred to in this agreement. This agreement does not relieve Owner from liability under the Oregon Tort Claims Act caused by their sole negligence.

2. **Payment.** Program Operator shall be billed and pay the Owner the sum of: \$4,500.00 annually July 1st for the year that will end June 30th of the following year.
3. **FEES.** Program Operator will pay Owner the actual cost associated with facility usage outside agreed upon space and damages not associated with normal wear of facilities or furniture.
4. **Term.** The term of this agreement is for 24 months. Agreement will begin on July 1, 2025 for space occupied at 357 E Francis St, Molalla, Oregon 97038 and will be continuous until June 30, 2027 unless terminated in writing with thirty (30) days' notice by either party. Thereafter it is anticipated that an agreement for additional years could be a successor to this agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

**CLACKAMAS COUNTY CHILDREN'S
COMMISSION**
16518 SE River Road
Milwaukie, Oregon 97267
503-675-4565

**MOLLALA SCHOOL DISTRICT
DISTRICT**
412 S. Swiegle Ave.
Molalla, Oregon 97038
503-829-2359

By: _____
Executive Director

By: _____
Business Manager

Date: _____

Date: _____

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