

CROOK COUNTY / CITY OF PRINEVILLE

EMERGENCY SHELTER

MEMORANDUM OF AGREEMENT

This Agreement ("Agreement") between Crook County, a political subdivision of the state of Oregon ("County"), and the City of Prineville, a municipal corporation of the State of Oregon ("City"), (collectively the "parties") is for the operation of the Crook County Emergency ~~shelter~~ Shelter (hereafter called the "shelter") located at 378 NE 2<sup>nd</sup> Street in Prineville, Oregon.

RECITALS

- Pursuant to the terms of ORS 190.010 *et seq.* County and City are authorized to enter into agreements with other units of local government for the performance of functions and activities that a party to the agreement has authority to perform; and
- County, through its sheriff's office, and the City, through its police department, are engaged in providing public safety services; and
- In an effort to expand its public safety mission, the City agrees to manage the shelter.

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Now, therefore, the parties execute this ~~purchase agreement~~ Agreement, adopt the recitals above, and hereby agree as follows:

1. Operation – The City agrees to manage the day-to-day operation of the shelter in accordance with agreed-upon Standard Operating Procedures and Use Rules, both of which are attached hereto as Exhibit A and made a part of this Agreement.
2. Effective Date – This agreement shall become effective when signed by both parties.
3. Insurance and Indemnification – The County agrees to provide liability, fire, and hazard insurance for the shelter in accordance with established standards, naming the City as an additional insured. The County ~~further and City~~ agrees to indemnify ~~the City~~ each other, its their Council commissioners or council Members members. and employees against claims arising

from the operation of the shelter consistent with the attached Standard Operating Procedures and Use Rules.

4. Maintenance – The County agrees to maintain the shelter, including building maintenance and provision of electricity. City agrees to provide sewer and water utilities. The County will provide cleaning and laundry services for the shelter as needed.
5. Documentation – The City will complete and maintain guest documentation and will provide access to the documentation available to the County upon request.
6. Assignment – The parties may not assign this agreement, in whole or in part, without the prior written consent of the other party; which consent shall not be unreasonably refused.
7. Governing Law and Venue – Any dispute under this agreement shall be governed by Oregon law with venue being located in Crook County, Oregon, where the parties are located.
8. Attorney Fees – In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this agreement, each party shall bear its own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
9. Persons to receive notice – The following persons are the designated representatives for the administration of this agreement and shall receive all notices required in the performance under the Agreement's terms.
  - A. For County: Ken Fahlgren, County Commissioner, Crook County Courthouse, 300 NE 3<sup>rd</sup> Street, Prineville, OR 97754; (541) 416-3919; ken.fahlgren@co.crook.or.us.
  - B. For City: Eric Bush, Chief of Police, 400 NE Third Street, Prineville, OR 97754; (541) 447-4168; ebush@prinevillepd.org.
10. Modifications – No waiver, alteration, modification or termination of this Agreement or any of the provisions hereof shall be binding unless in writing and duly executed by both Parties.
11. Severability – If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.

12. Entire Agreement – This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.

13. Termination – This Agreement may be terminated by either party upon 30 days prior written notice to the other party. Operation of the shelter may be suspended immediately if the City or County determines that a potential danger or liability has arisen.

Each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

Crook County:

City of Prineville:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: ~~January~~ February \_\_\_\_, 2012

Dated: February ~~January~~ \_\_\_\_, 2012

## **RESOLUTION NO. 1181**

### **A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT REGARDING OPERATION OF AN EMERGENCY SHELTER**

WHEREAS, Crook County ("County") owns a building located at 378 NE Second Street, Prineville, Oregon, which previously was used as a homeless shelter; and

WHEREAS, County has been unable to operate the homeless shelter because of lack of anyone to manage the facility; and

WHEREAS, the City of Prineville ("City") is willing to manage the day to day operation of the building as an emergency shelter and not as a homeless shelter; and

WHEREAS, City and County staff have negotiated a Memorandum of Agreement to operate the emergency shelter, together with standard operating procedures and use rules for the shelter;

NOW, THEREFORE, it is hereby resolved that the City of Prineville approves the Crook County/City of Prineville Emergency Shelter Memorandum of Agreement attached hereto, including the standard operating procedures and use rules, authorizes the Mayor to sign such Memorandum of Agreement, and instructs City staff to take all necessary steps to carry out the terms of such Memorandum of Agreement.

Passed by the Prineville City Council this \_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Betty J. Roppe, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Morgan, City Recorder