

AGREEMENT

This agreement made this _____ day of _____, 2018, between the City of Oregon (the "City") and the Oregon School District 220 (the "School District").

- A. Whereas, the City has a public interest to identify and designate emergency shelters as part of their emergency response plans; and
- B. Whereas, the School Board of the Oregon School District has determined that the use of School District buildings as designated shelters for warming, or other emergency purposes will help to maintain the security and safety of its customers of the District; and residents of the City.
- C. Whereas, the community will benefit by the cooperation evidenced by the agreements between the public bodies hereto.

It is therefore agreed between the parties as follows:

- 1. The School District will grant the use of the Black Hawk Center, during a declared emergency in the City. The use of these facilities will include being designated Warming Center as well as a designated Emergency Shelter to facilitate the temporary shelter of residents during/after a natural disaster.
- 2. The City shall make immediate notification to the Superintendent of Schools or his/her designee if the facilities would be needed for the purposes described above.
- 3. The School District agrees to provide access to the facilities in the event of an emergency described above.
- 4. This agreement will be in effect upon the signing of this document by both the School District and the City. The agreement will remain in effect until either party notifies the other in writing that they wish to cancel the agreement.
- 5. The parties hereto will take such other steps and execute such other documents as shall be necessary or advisable to accomplish the intent of this agreement.
- 6. The School District shall protect, indemnify, save, and hold forever harmless the City and/or its officers, employees, and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation, court costs, insurance deductibles and attorneys' fees and expenses, which the City and/or its officers, employees and agents may incur, suffer or sustain, or for which the City and/or its officers, employees, and agents may become obligated by reason of any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes), arising indirectly or directly in connection with or under, or as a result of, this Agreement by virtue of any act or omission of any of the School District's officers, employees, and/or agents, and also, by

virtue of any act or omission of the City officers under the terms of this Agreement but only to the extent that the City insurance (or self-insurance plan) coverage for acts or omissions of its officers is exhausted or otherwise unavailable. The district will provide the City as additional insured.

7. The City shall protect, indemnify, save, and hold forever harmless the School District and/or its officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation, court costs, insurance deductibles and attorneys' fees and expenses, which the School District and/or its officers, employees, and agents may incur, suffer or sustain, or for which the City and/or its officers, employees, and agents may become obligated by reason of any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes, arising indirectly or directly in connection with or under, or as a result of, this Agreement by virtue of any act or omission of any of the City officers, employees and/or agents, if such City officers, employees and or agents acted in a willful and wanton manner beyond the scope or authority of this Agreement. The City will provide district as additional insured.
8. If any provision of this agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this agreement, which can be given effect without the invalid provision.

By the execution of this agreement, each officer certifies his authority to execute same on behalf of his respective public body.

THIS AGREEMENT date on the date first above written.

City of Oregon

Mayor

ATTEST:

City Clerk

Oregon School District

School Board President

ATTEST:

Secretary