

AGREEMENT

This Agreement is made this ____ day of October, 2019, between the **OREGON SCHOOL DISTRICT** (hereinafter referred to as the "**DISTRICT**"), and the **ROCK RIVER CENTER, INC.** (hereinafter referred to as "**ROCK RIVER CENTER**").

- A. ***Whereas***, the District has a public interest in identifying and designating emergency shelters as part of its emergency response plans; and,
- B. ***Whereas***, the Board of Directors of the Rock River Center has determined that the use of the Rock River Center building as a designated shelter for warming or cooling, or for other emergency purposes will help to maintain the security and safety of the students, teachers, administrators and other staff of the District; and,
- C. ***Whereas***, the community will benefit by the cooperation evidenced by the agreements between these entities hereto.

It is therefore agreed between the parties as follows:

1. The Rock River Center will grant the use of its facility during a declared emergency in the District. The use of this facility will include being designated as a Warming/Cooling Center as well as a designated Emergency Shelter to facilitate the temporary shelter of students, teachers, administrators and other staff.
2. The District shall make immediate notification to the Executive Director or his/her designee if the facilities would be needed for the purposes described above. The Rock River Center shall keep the Oregon Police Department and the District updated with current contact information for those authorized to open the facilities in case of an emergency.
3. The Rock River Center agrees to provide access to the facilities in the event of an emergency as described above. ***The District acknowledges that other entities have been approved to also use the Rock River Center for similar reasons as set forth herein.***

4. This Agreement will be in effect upon the signing of this document by both the authorized representatives of the Rock River Center Board and the District. The Agreement will remain in effect until either party notifies the other in writing that it wishes to cancel the Agreement.

5. The parties hereto will take such steps and execute such other documents as shall be necessary or advisable to accomplish the intent of this Agreement.

6. The Rock River Center shall protect, indemnify, save and hold forever harmless the 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 District and/or its officers, employees and agents may incur, suffer or sustain, or for which the District 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 Rock River Center's officers, employees and/or agents. Rock River Center will take the steps necessary to have its insurance policy name the District as an additional insured for the purposes of this Agreement.

7. The District shall protect, indemnify, save and hold forever harmless the Rock River Center 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 Rock River Center and/or its officers, employees and agents may incur, suffer or sustain, or for which the District 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 District officers, employees and/or agents. The District will take the steps necessary to have its insurance policy name Rock River Center as an additional insured for the purposes of this Agreement.

8. If any provision of the 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.

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

OREGON SCHOOL DISTRICT

ROCK RIVER CENTER, INC.

BOARD CHAIR

PRESIDENT

Attest:

Attest:

DISTRICT SECRETARY

SECRETARY

by virtue of any act or omission of any of the District officers, employees and/or agents. The District will take the steps necessary to have its insurance policy name Rock River Center as an additional insured for the purposes of this Agreement.

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OREGON SCHOOL DISTRICT

ROCK RIVER CENTER, INC.

BOARD CHAIR



PRESIDENT

Attest:

Attest:

DISTRICT SECRETARY



SECRETARY