

AGREEMENT BETWEEN THE CITY OF NEWPORT AND GRACE WINS HAVEN

This agreement is between the City of Newport, an Oregon municipal corporation (City), and Grace Wins Haven, Inc. (Association).

Recitals

- A. Association operates a resource center and warming shelter for homeless individuals and families. Association serves resident and transient homeless individuals and families in the Greater Newport Area.
- B. The services provided by the Association is a significant benefit to the demographic served by Association.
- C. In a series of meetings of the City of Newport's Homelessness Task Force, an identified need was that of portable toilets in strategic locations in the city. This need is exacerbated due to the necessity for locking the permanent public restrooms.
- D. During the City of Newport's Homelessness Task Force meetings, representatives from Grace Wins Haven, Inc., agreed to house a portable toilet on the site of the resource center.

Terms of Agreement

- 1. City agrees to arrange, and pay, for the placement of a portable toilet at Grace Wins Haven, Inc., 437 NE First Street, Newport, Oregon.
- 2. Association agrees to find a suitable location, on its property at 437 NE First Street, Newport, Oregon, for the placement of the portable toilet.
- 3. Association agrees to monitor the portable toilet and surrounding areas for cleanliness, and adherence to local, state, and federal regulations.
- 4. Association agrees to notify the City of Newport of any problems related to the placement of the portable toilet created by users.
- 5. Association agrees to notify the City of Newport immediately if it sees a reasonable need for removal of the portable toilet.
- 6. The agreement may be terminated by the City on 72 hours' notice if the City Manager determines that the portable toilet placement on Association premises is no longer in the public interest or if the City determines that the Association is in violation of this agreement.

7. The Association will indemnify and hold the City harmless for any and all claims arising out of this agreement and any damages resulting therefrom, including but not limited to claims of personal or bodily injury or death, and property damage, whether arising from tort, contract, regulatory or other claim.

CITY OF NEWPORT




Spencer R. Nebel, City Manager

7-31-19

Date

GRACE WINS HAVEN, INC.

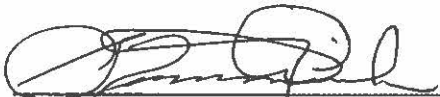


Betty Kamikawa, President

7-31-19

Date

APPROVED AS TO FORM:



Steven E. Rich, City Attorney