

## **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 shower facilities.
- D. Association obtained a portable shower facility that is located at the Grace Wins Shelter, 437 NE First Street, Newport Oregon.
- E. During the City of Newport's Homelessness Task Force meetings, representatives from Grace Wins Haven, Inc., requested the City of Newport consider a subsidy to the utility costs to support the shower facility and Association's operation of the shower facility.

### **Terms of Agreement**

- 1. City agrees to support the monthly utility costs for Grace Wins Haven, Inc., issued by the City, for the property located at 437 NE First Street, Newport, Oregon, in the amount of \$200.00 monthly, effective August 1, 2019, for operation of the portable shower facility.
- 2. Association agrees to pay all the utility costs for the operation of the portable shower facility.
- 3. Association agrees to monitor the shower facilities to ensure that water is not left running, and that no water leaks arise.
- 4. Association agrees to notify the City immediately if the property located at 437 NE First Street, Newport, Oregon, is sold or leased to any other party or if the portable shower facility is no longer operated by the Association.

7. The agreement may be terminated by the City Manager on 72 hours' notice if the City Manager determines that the Agreement 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

3-27-20

Date

**GRACE WINS HAVEN, INC.**



Betty Kamikawa, President

3-27-20

Date