

MEMORANDUM OF UNDERSTANDING
BETWEEN
[AGENCY]
AND
CITY OF SPOKANE
FOR EMERGENCY OPERATION OF A COLD WEATHER WARMING CENTER

WHEREAS, **AGENCY** (hereinafter “Sponsor”) and the CITY OF SPOKANE through its HUMAN SERVICES DEPARTMENT (hereinafter “City”) want to provide emergency warming centers for **adult individuals** who are homeless during periods of extremely cold weather; and

WHEREAS, **AGENCY** and the CITY OF SPOKANE HUMAN SERVICES DEPARTMENT want to clarify certain roles for providing emergency warming centers; NOW THEREFORE,

The parties agree as follow:

1. SPONSOR RESPONSIBILITIES. The Sponsor agrees to:

- a. Upon notice by 10:00 a.m. on any given day during the cold weather watch period, open a warming center at _____ by 8:00 p.m.
- b. Upon activation, operate a warming center from 8:00 p.m. until 7:00 a.m. in accordance with the “Conditions and Requirements for Operating a Warming Center.”
- c. Contribute data to the HMIS on individuals accessing the warming center.
- d. Maintain an incident log and crisis incident reports.
- e. Maintain contact with Information Center, and provide information on general usage counts, incidents and other information as requested to the Information Center on each morning of activation.
- f. Invoice the City for costs as outlined in section 2A at the completion of the time period.

2. CITY RESPONSIBILITIES. The City agrees to:

- a. Reimburse the Sponsor at a rate not to exceed the FEMA EFSP per diem rate of TWELVE AND 50/100 DOLLARS (\$12.50) per person not to exceed a maximum of **AMOUNT AND NO/100 DOLLARS (\$000.00)**.

- b. Input data into the HMIS.
- c. Provide monitoring.
- d. Conduct on-site reviews of warming centers.
- e. Conduct annual debriefings of the system of operating warming centers.

3. TERM. This memorandum of understanding shall be in effect from **DATE TO DATE.**

4. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subject to discrimination under, or denied employment in the administration of or in connection with this memorandum of understanding because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, or disability. The Sponsor shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.

5. INDEMNIFICATION. The Sponsor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Sponsor, its officers, employees and subcontractors in connection with the performance of the memorandum of understanding, except to the extent of those claims arising from the negligence of the City, its officers and employees.

Dated: _____ CITY OF SPOKANE

Dated: _____ CITY OF SPOKANE

AUTHORIZED SIGNATURE

Attest: Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

SPONSOR

By: _____

Title: _____