

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE COUNTY AND
EMMANUEL LUTHERAN CHURCH**

This Memorandum of Understanding ("MOU") is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and Emmanuel Lutheran Church, whose facility is located in Cochise County, Arizona, hereinafter referred to as "Emmanuel Lutheran Church".

WHEREAS, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass emergency services and the Emmanuel Lutheran Church desires to provide assistance to such victims of its congregation and the local community; and

WHEREAS, for the purpose of this MOU, the County desires to provide mass emergency services, including but not limited to designating emergency locations for the mass care or sheltering of disaster victims. The Emmanuel Lutheran Church desires to render a facility for emergency functions, such as: family counseling, vaccinations, evacuation reception center, family reunification space, overnight sheltering, and as a point of dispensing medications or relief services, or any other disaster mitigation needs.

NOW, THEREFORE, the parties agree as follows:

A. The County Shall:

1. Designate the principal contact person for this MOU as:

Title: Cochise County Office of Emergency Services
Address: 1415 Melody Lane, Building G, Bisbee, AZ 85603
Phone numbers: 520-432-9220

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the contact person designated by the Emmanuel Lutheran Church, as soon as practicable, upon determination of the need to for mass emergency services as set out in this MOU.
3. Provide environmental health sanitation inspections for the Emmanuel Lutheran Church facility.
4. Provide food handling inspections, if necessary.

B. The Emmanuel Lutheran Church Shall:

1. Designate the principal contact person for this MOU as:

Title: Kris or Rory Baumgartner

Address: Members
1951 E 13th St Douglas AZ

Phone numbers: 520-364-7404 520-227-4257
520-227-4276

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide tables, chairs, cots, etc. as available only for the disaster event.
3. Allow use of Emmanuel Lutheran Church parking spaces for the disaster event.
4. Provide facilities as long as emergency situation warrants and suspend regularly scheduled Emmanuel Lutheran Church functions, if necessary, for the duration of the emergency.
5. Provide facilities to include, but not be limited to, a site with adequate space, utilities, sanitation, and sheltering ability to support emergency services for mass emergency events in Cochise County.
6. Cooperate with partner disaster relief organizations aiding County emergency management in response efforts (i.e.: American Red Cross, Salvation Army, etc.)

C. Term

The initial term of this MOU shall be for five (5) years, and the agreement shall be automatically renewed for additional five (5) year periods at the end of each five (5) year term, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

E. Termination

Either party may terminate this MOU at any time, with thirty (30) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

F. Insurance

The County agrees to maintain liability insurance coverage, and to immediately inform the other party of a cancellation or decrease in coverage. The Emmanuel Lutheran Church agrees that it will maintain all existing liability insurance coverage for all of its personnel, land, buildings, equipment and physical assets applicable to the function of this MOU during the time when this MOU is in force and utilized.

G. Indemnity

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

H. Licensure

The Emmanuel Lutheran Church agrees to maintain all current licenses and permits applicable to the function of this MOU during the time when this MOU is in force and utilized. If required, County shall obtain emergency licenses or permits required for its operations.

I. Miscellaneous Provisions

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or the Emmanuel Lutheran Church.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations,

representations or agreements, whether express or implied, written or oral.

5. **Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

County
Cochise County Office
of Emergency Services
1415 Melody Lane
Bisbee, AZ 85603
(520) 432-9220

Emmanuel Lutheran Church

P.O. Box 237
Douglas Az 85607
n/a

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.
11. **Severability.** The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year specified below.

DATED: _____

COCHISE COUNTY:

PATRICK CALL, Chairperson
Board of Supervisors

ATTEST:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Terry Bannon, Deputy County Attorney

DATED: 1/23/15

Emmanuel Lutheran Church:

Kris Baumgartner
Signature

Kris Baumgartner
Name/Title
Sec Treas./Member