

**AGREEMENT FOR USE OF SCHOOL FACILITIES AS MASS-CARE FACILITIES DURING
EMERGENCY EVACUATION**

THIS AGREEMENT made this ____ day of _____, 2005, by and between the **BOARD OF DIRECTORS OF THE WARREN COUNTY SCHOOL DISTRICT** and **WARREN COUNTY CHAPTER OF THE AMERICAN RED CROSS**.

WHEREAS, pursuant to the terms of its Congressional Charter, the American Red Cross provides emergency services on behalf of individuals and family victims of disaster; and

WHEREAS, pursuant to 35 P.S. § 7701(d), the Warren County School District is required to make its elementary and secondary schools available to local, county and state officials for actual service as mass-care facilities in the event of an emergency evacuation; and

WHEREAS, the Board of Directors of the Warren County School District desires to permit the Warren County American Red Cross to use its school buildings and other buildings for mass-care facilities as required in the conduct of the American Red Cross disaster relief activities; and

WHEREAS, the Board of Directors of the Warren County School District desires to set forth in this Agreement terms and conditions for the use of school facilities as mass-care facilities during emergency evacuations.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. The Board of Directors hereby authorizes the Superintendent or his or her designee to make available to the Warren County American Red Cross such Warren School District facilities as shall be needed for use as mass-care facilities during emergency evacuations. At such time and in the event of an emergency evacuation, the Superintendent or his or her designee shall be authorized to cooperate with the Warren County American Red Cross in order to allow temporary use of the appropriate school buildings and school premises for use as mass-care facilities. It is anticipated and agreed by the Parties that any use of school buildings or premises pursuant to this Agreement shall be at the direction of and under the control of the Superintendent or his or her designee.

2. While using any school building or school premises as a mass-care facility, the Warren County American Red Cross will be responsible for the building and its premises, and any and all individuals working on, living in, or using the premises in any manner during said period of temporary use. Further, the Warren County American Red Cross shall defend, protect, indemnify, and hold harmless the School District and the Board of Directors from and against any all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands, or judgments of any nature arising out of or resulting from its temporary possession or use of the school building and premises pursuant to this Agreement, provided that such liability, loss, damages, costs, expenses, causes of action, suits, claims, demands, or judgments are caused in whole or in part by the negligent acts or omissions of the Warren County Red Cross or any of its employees or agents.
3. Prior to the commencement of the use of the school building and/or school premises outlined herein, the Superintendent and his or her designee shall resolve the issues of student welfare and safety.
4. The Warren County American Red Cross will provide and be responsible for the proper supervision of all school premises and of all persons using the premises during the period of necessary use, and shall provide a list of names to the School District of the persons responsible for such supervision and their time schedules.
5. The Warren County American Red Cross agrees to operate the mass-care centers at said facilities in cooperation with the Superintendent or his or her designee, and the Warren County American Red Cross further agrees that it shall exercise reasonable care in the conduct of its activities in such facilities. It further agrees to replace or reimburse the Warren County School District for any school food or supplies that may be used by the Warren County American Red Cross personnel and to reimburse the District for damage caused to School District property by Red Cross personnel in the conduct of their emergency relief activities in said mass-care facilities.
6. The Warren County American Red Cross further agrees that their occupancy of the school building shall not violate any governmental regulations regarding safety, health, or environmental provisions. The Board of School Directors of the Warren County School District has authorized this Agreement to be executed by its President. The American

Red Cross has caused this Agreement to be executed by the Disaster Chairman of the Warren County Chapter. Said Agreement is to be effective as of the date set forth herein above.

7. The Red Cross and the Board of School Directors of the Warren County School District agree to provide to each other, and update yearly, the point of contact information with each other by providing written notice, hand delivered or mailed by registered or certified US Mail or a recognized overnight mail courier, to the parties hereto at their respective addresses set forth below, or at such other address of which either party shall notify the other in accordance with the provisions hereof.

Insert addresses here

IN WITNESS WHEREOF, the said Parties to this Agreement intending to be legally bound hereby for themselves, for heirs, administrators, executors and assigns, have hereunto set their hands and seals the day and year first above written.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Secretary

_____(SEAL)
BY: President, Board of School Directors

ATTEST: (SEAL)

WARREN COUNTY CHAPTER OF THE
AMERICAN RED CROSS

Secretary

Heidi A. Hedges (SEAL)
BY: Executive Director or Acting Chairperson