

**AGREEMENT FOR USE OF SCHOOL FACILITIES
DURING EMERGENCIES**

THIS AGREEMENT, made this _____ day of _____, 2007,
by and between **THE WARREN COUNTY SCHOOL DISTRICT** (hereinafter
“SCHOOL DISTRICT”) and **DEPARTMENT OF PUBLIC ASSISTANCE,
WARREN COUNTY** (hereinafter “DEPARTMENT”).

WHEREAS, the Department operates a County Assistance Office (hereinafter the
“OFFICE”) located on the State Hospital Grounds in Warren, Pennsylvania; and

WHEREAS, the Office is periodically closed due to emergency situations such as
weather related circumstances, flooding, hazardous road conditions, loss of utilities, fire
damage, etc.; and

WHEREAS, the closure of the Office for a period of more than two (2) days
creates a hardship on the community and forces the Office staff to utilize its annual leave,
personal leave, sick leave, or leave without pay; and

WHEREAS, the Governor’s Office has directed the Department and the Office
to alleviate the hardship on the community and its employees by establishing a continuity
of operation plan that will enable the Office to resume its operations at designated sites
within the community in those instances when the Office becomes and remains unusable
due to emergency circumstances for more than two (2) full days; and

WHEREAS, the School District desires to permit the Department and the Office
to use its facilities as alternative sites in the event that the Office is closed due to an
emergency for more than two (2) full days; and

WHEREAS, the School District desires to set forth in this Agreement the terms and conditions for the use of school facilities as alternative sites by the Department and the Office during such emergencies.

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

1. The School District hereby authorizes the Superintendent or his or her designee to make available to the Office School District facilities as they shall be needed for use as alternative sites during emergencies that necessitate the closing of the Office for a period of more than two (2) full days. The exact school facility or facilities to be utilized by the Office shall be determined by the mutual agreement of the parties at the time the emergency necessitating the use of the facility or facilities arises. At such time and in the event of an emergency, the Superintendent or his or her designee shall be authorized to cooperate with the Office in order to allow temporary use of the appropriate school buildings and school premises for use as alternative sites. 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 control of the Superintendent or his designee, unless it is determined that state agency action supersedes the action to be taken by the Superintendent or his or her designee.

2. During a designated emergency, the Superintendent or his or her designee shall be empowered to engage in planning, approve emergency plans, and implement such plans without the requirement of approval by the Board of Directors. The Superintendent shall report his or her actions to the Board of Directors at the next regular meeting of the Board.

3. While using any school building or school premises as an alternative site, the Department and the Office will be responsible for the care of all buildings and premises, and the supervision of any and all individuals working on, living in, or using the premises in any manner during said period of temporary use. Further, the Department

and the Office shall defend, protect, indemnify, and hold harmless the School District, its employees, agents, 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 Department, the Office or any of their employees or agents.

4. The Department and Office will be responsible for all voice and data office start up; all office equipment requirements -- i.e., copier, fax, computers, etc.; providing said facility information such as total number of employees, ASA requirements, space requirements, conference meeting/room requirements; and the process the Department and Office will be utilizing for voice and data.

5. Prior to the commencement of the use of the school buildings and/or school premises outlined herein, the Superintendent and his or her designee shall resolve the issues of student welfare and safety.

6. The Department and the Office 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.

7. The Department and the Office agree to operate the alternative sites in cooperation with the Superintendent or his or her designee, and the Department and Office further agree that they shall exercise reasonable care in the conduct of its activities in such facilities. They further agrees to replace or reimburse the School District for any school food or other supplies that may be used by the Department or Office personnel

and to reimburse the District for damage caused to School District property by the Department or Office personnel in the conduct of their emergency activities in said school facilities.

8. The Department and Office further agree that their occupancy of the school buildings shall not violate any governmental regulations regarding safety, health, or environmental provisions.

9. The Board of Directors has authorized this Agreement to be executed by its President. The Department and Office have authorized this Agreement to be executed by Lou DiPlacido, Director of the Warren County Assistance Office. Said Agreement is to be effective as of the date set forth herein above.

10. The Department, the Office, and the 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. The previous sentence notwithstanding, in the event the School District fails to update said information, the point of contact for the Warren County School District shall be the Superintendent.

IN WITNESS WHEREOF, the said Parties to this Agreement, intending to be legally bound hereby for themselves, their 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

By _____
President, Board of School Directors

ATTEST: (seal)

DEPARTMENT OF PUBLIC
ASSISTANCE, WARREN COUNTY

By _____
Lou DiPlacido, Director