

**DISASTER & EMERGENCY AGREEMENT**

This agreement is made between Rouse Warren County Home dba Rouse Home, an organization as established under the laws of the state of Pennsylvania and hereinafter referred to as “facility”, and Warren County School District located at 6820 Market Street, Russell, PA 16345 hereinafter referred to as “the District.”

Facility Contact Information: Rouse Warren County Home

Administrator: Ms. Cindy Walters

701 Rouse Avenue

Youngsville, PA 16371

(814) 563-7565

If a disaster or emergency situation occurs affecting the Facility, the District shall provide the following (as listed below) to the Facility, as necessary or requested by the Facility, without regard to race, color, creed, national origin, age, sex, religion, handicap, or payment status. The extent of the support will be dependent upon the availability of resources in the area and any other urgent matters involving the safety and welfare of the public as deemed necessary by local and/or state emergency management officials. It is understood that the District’s school buildings and property shall only be made available for use by the Facility pursuant to this agreement if the District determines that the use will not interfere with the District’s own operations.

If indicated below, the following shall be made available to the Facility by the District. All equipment or other items received shall be inventoried and returned to the District by the Facility when the disaster is over.

Housing/shelter within county, Address:

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Housing/shelter outside county, Address:

Transportation within county, Type:

Transportation outside county, Type:

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Fuel

Generator use or rental

Medical Supplies

Pharmacy Supplies

Other:



The Facility will make every effort to notify the District of evacuation possibilities with as much notice as possible. Contact information between the two parties shall be maintained by each party.

The Facility agrees to replace or reimburse the District for any and all materials, equipment, supplies, and other items that may be used pursuant to this agreement. The Facility shall be responsible for promptly repairing any damage caused to the District’s property that results from the use of the District’s property pursuant to this agreement. Once provided with receipts or timesheets, the Facility shall reimburse the District for any bona fide expenditure or additional personnel costs (including, but not limited to, overtime costs) that the District expends in order to comply with this agreement.

The Facility shall provide any and all releases of information to the press and media. Requests for interviews or information shall be directed to Ms. Cindy Walters.

None of the Facility’s rights pursuant to this agreement may be assigned to any other party without the prior, written consent of the District’s Board of School Directors.

The District shall provide notification to the Facility of any current contracts or future contracts with any other entities or organizations to provide the same resources/services as are provided pursuant to this agreement.

The Facility agrees that the District and the District’s officers, agents, Board Members, directors, employees, and representatives shall not be liable to the Facility or the Facility’s employees, licensees, residents, contractors, subcontractors, or invitees and the Facility hereby agrees, to the fullest extent permitted by law, to forever release the District and the District’s officers, agents, Board Members, directors, employees, and representatives from any liability, for any personal injury or damage to or loss of persons or property from any cause whatsoever relating to the use of the District’s property pursuant to the terms of this agreement. The Facility’s obligations in accordance with this

provision shall survive the termination of this agreement.

To the fullest extent permitted by law, the Facility shall defend, indemnify, save and hold harmless the District and the District’s officers, agents, Board Members, directors, employees, and representatives from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon the District or incurred by or asserted against the District by reason of any event occurring during the term of this agreement that relates to or arises out of: (1) The use of the District’s property pursuant to the terms of this agreement; (2) any act or omission of the Facility or the Facility’s employees, licensees, residents, contractors, subcontractors, or invitees; (3) any failure on the part of Facility or the Facility’s employees, licensees, residents, contractors, subcontractors, or invitees to comply with any term of this agreement or any law, regulation, or ordinance; or (4) the condition of the District’s real property. The Facility’s obligations in accordance with this provision shall survive the termination of this agreement.

This agreement shall become effective on the date of the last signature, as indicated at the end of this agreement, and shall continue in effect indefinitely, with the exception that either party may terminate this agreement for convenience by providing a sixty (60) day written notice to the other party of its intentions regarding termination. If such notice of termination is provided, this agreement shall automatically terminate at the expiration of the sixty- (60) day notice period. This agreement shall become null and void if either party’s license has been revoked or if there is a change in ownership.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

The individuals identified below certify that they are authorized agents of their respective party/entity and that, following execution, this agreement shall be binding upon their respective party/entity.

This agreement has been prepared by the combined efforts of the parties, and the language used herein is not to be construed either in favor or against any party hereto.

There are no understandings between the parties regarding this agreement other than those set forth in this agreement, and there have been no promises, inducements, or commitments made in conjunction with this agreement which are not explicitly set forth herein. This agreement may be amended, modified, or waived only by a written addendum signed by the Facility and the District and approved by the District’s Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

All sections, sentences, and provisions contained in this agreement are severable. Should any section, sentence, or provision of this agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this agreement and the remainder of this agreement shall remain in full force and effect and binding on the parties hereto.

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| **WARREN COUNTY SCHOOL DISTRICT** | **Facility** |
| **Signature:** | **Signature:** |
| **Title: President, Board of School Directors** | **Title:**  Administrator |
| **Organization: Warren County School District** | **Facility:**  Rouse Warren County Home |
| **Date:** | **Date:** |

**ATTEST:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Secretary, Board of School Directors**

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**Date**