

**MEMORANDUM OF UNDERSTANDING BETWEEN [SCHOOL DISTRICT] AND
[NAME OF FACILITY] REGARDING TEMPORARY SHELTER SITE FACILITIES**

This Memorandum of Understanding (“MOU”) is made and entered into by and between [SCHOOL DISTRICT] (“District”) and [NAME OF FACILITY] (“Facility”) (together, the “Parties”), to establish temporary shelter site facilities and terms of use in the event of an emergency evacuation of students and staff of District.

AGREEMENT

1. **Purpose, Scope, and Trigger Event.** The purpose of this MOU is to confirm the Parties’ respective responsibilities involving the use of Facility’s building by District for the temporary sheltering of District students and staff as a result of an emergency evacuation from District. District will make every effort to notify Facility of the possibility of evacuation with as much notice as possible. When an emergency evacuation of District is activated, Facility shall immediately open their building, located at [PHYSICAL ADDRESS], to provide shelter and assistance to students and staff evacuated during emergency situations when students and staff have a need to be sheltered. Facility has capacity to accommodate approximately [NUMBER] people.

2. **Term and Termination.** This MOU is effective upon the last date signed by the authorized representatives of the Parties, and shall remain in force and effect until the need for such an agreement is no longer present, unless written notice of termination is given by either party. This MOU shall be reviewed at least every two years, or more frequently as needed or appropriate. The resources and services of this MOU are available for use on an as-needed basis. Either party, upon sixty (60) days’ written notice to the other party, may terminate this MOU.

3. **Facility’s Obligations.** Facility shall be responsible for opening the designated building and developing procedures for making the building accessible, including restrooms and an area with phone and internet connection, if available, for District administrative personnel.

4. **District’s Obligations.**

- a. District shall provide supervision for all students and staff during the time that the Facility is used as an emergency shelter site.
- b. District agrees that it shall exercise reasonable care in the conduct of its activities while using the Facility as an emergency shelter site, and further agrees to replace or reimburse Facility for any items, materials, equipment or supplies that may be used by the District in the conduct of its sheltering activities at the Facility.
- c. District shall be responsible for replacing, restoring, or repairing damage occasioned by the use of any building, facilities, or equipment belonging to Facility.
- d. District shall reimburse Facility for any bona fide expenditure of personnel required to maintain the Facility, including overtime costs, upon production of receipts or time sheets. District will not pay any operational or administrative fees to Facility.

5. **Mutual Indemnification.** Each of the Parties agrees to fully indemnify, defend, and hold harmless the other (including its appointed and elected officials, officers, employees, and agents) from

and against any damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such party under this MOU. Neither of the Parties, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its appointed or elected officials, officers, employees, or agents, under or in connection with any work, authority, or jurisdiction delegated to such party under this MOU.

6. **Response to Media.** District shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to Facility shall directed to the District's Public Information Officer or the District's Superintendent. District will make every effort to recognize the hospitality of Facility in any press or media releases pertaining to the relocation and sheltering of students and staff.

7. **Amendments.** Any changes, modifications, revisions or amendments to this MOU shall be in writing and signed by both Parties.

8. **Severability.** Nothing in this MOU is intended to conflict with current laws or regulations of the United States, the State of California, or local government. If any provision of this MOU shall be held to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

9. **Notices.** Any and all notices required to be given hereunder may be emailed as follows:

To District: [EMAIL ADDRESS]
To Facility: [EMAIL ADDRESS]

10. **Entirety of Agreement / Integration.** This MOU represents the entire and complete agreement between the Parties and supersedes any prior negotiations, representations and agreements, whether written or oral.

11. **Counterparts / Electronic Signatures.** This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument. Further, the Parties agree that, for the purposes of this MOU, an electronic signature shall have the same force and effect as an original signature.

[Signatures of the Parties appear on the following page]

[SCHOOL DISTRICT]

Dated: _____

By: _____

[NAME]

[TITLE]

[FACILITY]

Dated: _____

By: _____

[NAME]

[TITLE]