**MEMORANDUM OF UNDERSTANDING**

**FOR USE OF FACILITIES AS SHELTERS**

 This Memorandum of Understanding (**“Agreement”**) is made effective as of February 22, 2021 by and between School District No. 625 (Saint Paul Public Schools) and Entity and School District may be referred to throughout this Agreement as **“Party”** in the singular, and **“Parties”** when both are referenced, as the context requires.

**RECITALS**

1. In the event of an emergency and evacuation of one or more its buildings, Entity is in need of an alternative site to temporarily shelter its students and staff.
2. School District is willing to allow Entity’s’ students and staff to use certain School District facilities as temporary shelters.
3. School District 625 and Entity desire to reach an agreement to set forth the terms and conditions of Entity’s use of School District 625 facilities in the event of a full or partial evacuation of one or more of its buildings.

**AGREEMENT**

 **NOWTHEREFORE**, the Parties agree as follows:

1. **Use of Facilities.** School District agrees to allow Entity to use the facilities set forth in **Exhibit A** to this Agreement in the event of a full or partial evacuation of one or more of its buildings. The Parties shall periodically review and update **Exhibit A** to this Agreement, including updating contact person(s), designated temporary shelter facilities for a corresponding school, and liaisons designated for each facility.
2. **Notice Procedure.** In the event of an emergency situation requiring evacuation, as determined in the sole discretion of Entity, Entity shall notify the proper liaison designated on **Exhibit A** that a certain facility will be used as a temporary shelter as soon as reasonably possible under the circumstances. If Entity is unable to reach the designated liaison, Entity shall use reasonable efforts to contact an alternative School District official or employee to notify the School District of the impending use of a School District facility as a temporary shelter by Entity.
3. **Obligations of** Entity**.** Entity agrees:
	1. To meet with School District employees or staff at each facility to discuss safe operation of the facility during a temporary shelter event and to train such employees or staff to the extent requested by the School District;
	2. To use reasonable care in the conduct of its activities at a facility during a temporary shelter event;
	3. To replace or reasonably reimburse School District for any of School District’s supplies used during the course of a temporary shelter event; and
	4. To reasonably reimburse School District for any of its property damaged by Entity during the course of a temporary shelter event.
4. **Obligations of School District.** School District agrees:
	1. To be responsible for general facility management during the course of a temporary shelter event; and
	2. To use its best efforts to accommodate Entity’s evacuating students and staff, including making space available at a designated facility.
5. **Indemnification.** Entity agrees to indemnify, defend, and hold School District harmless from and against any and all claims, demands, suits, or causes of action by Entity ’s students or staff relating to or arising out of Entity ’s decision to evacuate a building or use of a School District facility during a temporary shelter event, unless such claims arise from or relate to the School District’s gross negligence or willful misconduct. Nothing in this Section shall be construed in any way as a waiver of any defense, including but not limited to any immunity, by either Party.
6. **Termination.** Either Party may terminate this Agreement by providing sixty (60) days prior written notice.
7. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Minnesota. All disputes relating to or arising out of this Agreement shall be resolved in the courts situated within the County of Ramsey.

**ACCEPTED AND** **AGREED** by the Parties as of the Effective Date.

|  |  |
| --- | --- |
| **SCHOOL DISTRICT:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Name)Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title) | **ENTITY REGIONAL:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Name)Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title) |

**Exhibit A – School and Corresponding Shelter Facility List**

Entity Primary Contact:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Job Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Entity Secondary Contact:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Job Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Primary Contact:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Job Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School Secondary Contact:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Job Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Entity** |  **School Facility** | **School Information** | **School Liaison** |
| [Insert School][Address] | [Insert Facility Name][Address] | Facility Hours:Areas to be Occupied:Handicapped Restrooms:Exterior Entrance: | Name:[Insert Name/Job Title]Contact Information:[Insert Direct Dial and Mobile][Insert E-mail]  |