

Watertown School District  
Memorandum of Understanding  
Sheltering and Mass Care Facilities

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This agreement is made and entered into between the Watertown School District and **(name of facility)** to establish shelter site locations and terms of use in the event of an evacuation of the students and staff of the Watertown School District.

The Watertown School District will make every effort to notify **(name of facility)** of evacuation possibilities with as much notice as possible. Contact information between the two parties shall be maintained in a separate appendix and is considered confidential information and is not subject to public disclosure.

**(Name of facility)** agrees to open their building located at **(physical address)** to provide shelter and assistance to students and staff evacuated during emergency situations when the students and staff have a need to be sheltered. **(Name of facility)** has a capacity to accommodate approximately **(number)** people. The School District shall have the sole right to determine whether an Emergency Event has occurred

**(Name of facility)** understands that their organization will be responsible for opening the building and developing procedures for making the building accessible, including restrooms and an area with phone and internet connection (if available) for school district administrative personnel. Furthermore, the Watertown School District will provide supervision for all students and staff during the time that the facility is used as an emergency shelter site.

The Watertown School District agrees that it shall exercise reasonable care in the conduct of its activities in said facilities and further agrees to replace or reimburse **(name of facility)** for any items, materials, equipment or supplies that may be used by the district in the conduct of its sheltering activities in said facilities.

The Watertown School District will be responsible for replacing, restoring or repairing damage occasioned by the use of any building, facilities or equipment belonging to **(name of facility)** .

The Watertown School District will reimburse **(name of facility)** for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of receipts or time sheets. The Watertown School District will not pay any operational or administrative fees to **(name of facility)** .

The Watertown School District shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to **(name of facility)** shall be directed to the Watertown School District's Public Information Officer or the Superintendent of the school district.

The Watertown School District will make every effort to recognize the hospitality of **(name of facility)** in any press or media releases pertaining to the re-location and sheltering of students and staff.

The Parties agree to indemnify, defend, and hold each other and their directors, officers, agents, employees, and designees (collectively, the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages, and expenses, including attorneys' fees, that the Indemnitees may incur by reason of any injury or damage sustained to any person or property including, but not limited to, any one or more of the Indemnitees arising out of or occurring in connection with the performance or lack of performance by a party of its duties and obligations under or pursuant to this Agreement.

Nothing in this MOU is intended to conflict with current laws or regulations of the United States of America, the State of South Dakota or local government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This agreement shall become effective on **(effective date)** and may be modified upon the mutual written consent of the parties.

The terms of this agreement, as modified with the consent of both parties, shall be self renewable for a period of five (5) years from the end date of the agreement unless written termination is given by either party. Either party, upon sixty (60) days written notice to the other party, may terminate this agreement.

The terms of this agreement, as modified with the consent of both parties, AND NOW, this day of 20 , the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

\_\_\_\_\_  
Watertown School District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature, Facility

\_\_\_\_\_  
Date