

MEMORANDUM OF UNDERSTANDING

BACKGROUND

1. This agreement is between the **Town of Tyrone** (The Town) and **Crossroads Christian School** (CCS).
2. It is hereby recognized that emergencies and other situations may arise at any time that could warrant the evacuation of the school's facility located at 305 Arrowood Road and that any such evacuation would require a safe location for sheltering the displaced students and staff until students can be reunited with their parents or legal guardian.
3. The Town, recognizing its primary function being that of providing for public safety, agrees to shelter any students and staff members displaced by a required evacuation at one of two Town properties: The Council Chambers at Town Hall (950 Senoia Road) will be primary shelter and the Tyrone Recreation Offices (145 Commerce Drive) will be the secondary shelter if Town Hall is not available or if an overflow shelter is needed.
4. The undersigned parties recognize and agree that shelter under this agreement is short- term only (i.e. a duration of only a few hours at most) and will be terminated as soon as all students have been reunited with their parents or legal guardians.
5. CCS understands that the Town cannot provide a phone line to facilitate communications between CCS and parents, guardians, and other third parties and agrees to provide the necessary equipment to facilitate such communications during an evacuation.
6. CCS further understands that, in some circumstances, an event requiring the evacuation of its facilities could also require the evacuation of Town Facilities or the use of Town facilities for emergency management functions, rendering such facilities unavailable to CCS. Under these circumstances, the Town will make attempts to accommodate CCS not to be held responsible for sheltering these circumstances.

ACTIVATION

1. CCS staff will contact Town Hall via phone at 770-487-4038 or in person request activation of this plan as soon as possible after the determination has been made to evacuate the CCS facility.
2. A Town Hall staff member will advise the Town Manager and other necessary staff of the activation.
3. CCS staff will provide for the safe transportation of its students and staff to the sheltering facility.

GENERAL INFORMATION

1. It is understood that the undersigned parties will review and update this agreement, as needed, on an annual basis. It is further understood that this agreement may be amended upon mutual agreement, in writing, by the undersigned parties.
2. This agreement shall remain in effect for one (1) year from the effective date unless sooner terminated by either party by providing thirty (30) day's written notice to the other party of their intention to terminate this agreement. This agreement shall automatically renew for an additional term of one (1) year unless either party provides written notice of the other party of its intention to not renew this agreement.
3. **CCS** agrees to indemnify and hold harmless the Town, its officials, agents and employees, from and against all liability, claims, and demands on account of injury, loss, or damage, or any other loss of any kind whatsoever, which may arise out of or resulting from CCS's actions or omissions in connection with the use of the Town's property by CCS pursuant to this agreement.
4. In witness whereof, said party's Executive Officers have hereto set their hands and affixed their seals the day and year first written.

SIGNATURE AND ENDORSEMENT

DATE: _____

DATE: _____

Signed, sealed, and delivered as to party,

Signed, sealed, and delivered as to party,

TOWN OF TYRONE

CROSSROADS CHRISTIAN SCHOOL

By: _____

By: _____

Eric Dial, Mayor

Head of School

TOWN OF TYRONE, GEORGIA

CROSSROADS CHRISTIAN SCHOOL

ATTEST:

ATTEST:

Town Clerk (Seal)

Notary (Seal)