**[INSERT]** Local Community

Emergency Sheltering

Memorandum of Understanding

This agreement is made and entered into between the [County of \_\_\_\_\_\_ /City of \_\_\_\_\_\_\_\_\_] [hereinafter “Government”] and **[Name of Organization with legal ownership of and responsibility for the facility]** [hereinafter “Organization”] to establish sheltering locations and terms of use for the sheltering of displaced persons or persons needing isolated sheltering in response to the pandemic Covid-19 throughout [the county/city]**.**

Upon request of Government, Organization agrees to open and make available to Government its building located at **[Physical address of the facility]** [hereinafter “Facility”] to provide shelter and assistance to residents needing assistance during the Covid-19 emergency when persons within the [county/city] have a need to be sheltered. Facility has a capacity to accommodate approximately **[Number]** people.

Organization understands that it will be responsible for maintaining the Facility and developing procedures for making the Facility accessible, including rest rooms and an area with phone and Internet connection (if available) for potential shelter residents and anypersonnel monitoring the facility.

Government agrees that it shall exercise reasonable care in the conduct of its activities in the Facility and further agrees to replace or reimburse Organization for any items, materials, equipment or supplies that may be used in the conduct of sheltering activities in the Facility.

Government agrees that it will be responsible for replacing, restoring, or repairing damage caused by the use of any building, facilities or equipment belonging to Organizationas a direct result of sheltering activities conducted pursuant to this Memorandum of Understanding. Government shall not be responsible in any way for any damages or losses to the Facility or Organization not directly resulting from sheltering activities conducted pursuant to this Memorandum of Understanding.

Government agrees that it will reimburse Organization for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of verified receipts or time sheets. Government will not pay or reimburse Organization for any operational or administrative fees associated with use of the Facility pursuant to this Memorandum of Agreement. Government shall not be responsible for costs or expenditures by Organization not directly related to sheltering activities conducted pursuant to this Memorandum of Understanding.

Government shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to Organizationshall be directed to the **[**Government’s Public Information Officer.

Government will make every effort to recognize the hospitality of Organizationin any press or media releases pertaining to the re-location, care and sheltering of residents.

By agreeing to the terms and conditions set forth in this Memorandum of Understanding, Organization, its officers, employees, and agents are considered emergency management workers for purposes of N.C. Gen. Stat. § 166A-19.60 to the extent that Organization, its officers, employees, and agents act in good faith, without willful misconduct or gross negligence, and under the direction and control of Government pursuant to this Memorandum of Understanding. Government assumes no liability for any wrongful acts of Organization, its officers, employees, and agents arising out of performing any activities pursuant to this Memorandum of Understanding.

Nothing in this Memorandum of Understanding shall be construed to or is intended to conflict with current laws or regulations of the United States of America, the State of North Carolina, or 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 Memorandum of Understanding shall remain in full force and effect.

This Memorandum of Understanding shall be governed by the laws of the State of North Carolina.

This Memorandum of Understanding shall become effective on **[Insert effective date]** and may be modified upon the mutual written consent of the parties.

The terms of this Memorandum of Understanding, as modified with the consent of both parties, shall be self-renewable for a period of one (1) year from the end date of the agreement unless written termination is given by either party. Either party, upon ten (10) 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.

**Government Organization**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature, **[Insert Title]** Authorized Signature, **[Insert Title]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Date

*Please have your attorney review this agreement to make sure it is appropriate for your organization.*