

## AGREEMENT FOR FACILITY USE

This agreement is made and entered into between the Township of Union Board of Education, herein referred to as "District" of "Board" and the Township of Union Health Department, hereinafter referred to as "Department"

### Recitals

The Department has a responsibility to assure medical care for those injured by a disaster and provide mass chemoprophylaxis/vaccinations to the population if needed. The Department has entered into various agreements with public and private entities throughout the county to accomplish this end.

The Department desires, when deemed necessary, to establish Point of Distribution/Mass Vaccination Clinics (POD/MVC), to provide the general public with mass chemoprophylaxis or vaccination sites at District.

Now, therefore, it is mutually agreed between parties as follows:

1. District agrees that, after meeting its emergency responsibilities to its students and staff, it will permit, to the extent of its ability and upon request of the Department, as specified in this agreement, use of District facilities identified in Addendum A, on a temporary basis, for Registration/Medical Triage and/or POD/MVC.
2. The Department and District agree to cooperate in the use of School Buses and Drivers for the transportation of the general public to and from Registration/Medical Triage District sites to the POD at the District's High School, the POD/MVC site.
3. District and Department agree to provide, and to update periodically, facility point-of-contact and activation authorization information at the beginning of each new School year as listed in Addendum B.
4. District agrees that it will, prior to releasing facility to Department for use, evaluate the facility and secure valuable property not required for Department activities, to the extent reasonably possible.

5. The Department agrees that it will exercise reasonable care in the conduct of its activities in such facilities and will, utilize the Township Department of Public Works to set up the appropriate layout to conduct a POD/MVC and remove same upon completion of the activities.
6. Upon termination of the use of the site, the Department agrees to leave the premises in its original condition.
7. A representative of the Department will meet with the designated District representative periodically to evaluate the necessity for the continuation of operations and to resolve any other operational concerns.
8. It is understood that it is the responsibility of the Department to establish, staff, maintain, and dismantle the operations of the sites. Site safety and security shall be the sole responsibility of the Police Department of the Township of Union.
9. Notwithstanding any other agreements, the Department agrees to defend, hold harmless, and indemnify the District against any legal liability including reasonable attorneys' fees in respect to bodily injury, death, and/or property damage arising from the use of the facility by the Department or its officers, volunteers, agents, or employees, or others using the facility at the request or direction of the Department.
10. Either party may discontinue this agreement subsequent to a thirty (30) day prior notice of intent in writing to the other party but at no time during which the facility/facilities are being used as a treatment site or immediately prior to their intended use.

In witness thereof, the parties have caused this agreement to be executed, said agreement to become effective and operational upon the fixing of the last signature hereto.

TOWNSHIP OF UNION  
DEPARTMENT OF HEALTH

By 

Title: Health Officer

Dated: 9-20-2013

TOWNSHIP OF UNION  
SCHOOL DISTRICT

By \_\_\_\_\_

Patrick W. Martin  
Superintendent of Schools

Dated: \_\_\_\_\_

ADDENDUM "A"

See sheets attached hereto

ADDENDUM "B"

CONTACT INFORMATION

FOR TOWNSHIP OF UNION BOARD OF EDUCATION

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Superintendent of Schools  
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FOR TOWNSHIP OF UNION DEPARTMENT OF HEALTH

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Health Officer  
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**ADDENDUM A**  
**FLOOR PLANS**

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