

STATEMENT OF AGREEMENT FOR THE USE OF FACILITIES AS MASS CARE SHELTERS

This Agreement is made and entered into between the governing board of City of Jonesboro Parks and Recreation Department of Craighead County, State of Arkansas and the Northeast Arkansas Service Center of the American National Red Cross (Red Cross).

RECITALS

Pursuant to the terms of federal statutes, the Red Cross provides emergency services in behalf of individuals and families who are victims of disaster. The City of Jonesboro Parks and Recreation Department is willing to permit the Red Cross to use the Allen Park Community Center, Parker Park Community Center, Earl Bell Community Center and E. Boone Watson Community Center buildings, grounds, and equipment for mass care shelters required in the conduct of Red Cross Disaster Services activities, and wishes to cooperate with the Red Cross for such purposes.

This agreement contains the following exclusions:


1. *The rock climbing wall area in the Earl Bell Community Center.*
2. *Library/museum area of the E. Boone Watson Community Center.*
3. *COPPS stations at Allen and Parker Community Center.*
4. *Computers in offices at Earl Bell Community Center.*
5. *Old racquetball court storage area at Earl Bell Community Center.*
6. *New storage addition to Parker Park Community Center.*

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities of the City of Jonesboro Parks and Recreation Department available to the Red Cross for the aforesaid use. Now, therefore, it is mutually agreed between the parties as follows:

1. The City of Jonesboro Parks and Recreation Department agrees that after meeting its responsibilities to its members and ministries, it will permit to the extent of its ability and upon request by the Red Cross, the use of its physical facilities by the Red Cross as mass shelters for the victims of disasters.
2. The Red Cross agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the City of Jonesboro Parks and Recreation Department for any foods or supplies that may be used by the Red Cross in the conduct of its relief activities in said mass shelters.
3. Notwithstanding any other agreements, the Red Cross agrees to indemnify and hold harmless the City of Jonesboro Parks and Recreation Department against any loss, cost or expense of any kind or type whatsoever arising out of, or related to the Red Cross use of City of Jonesboro Parks and Recreation Department facilities and property.
4. This agreement will remain in full force for two (2) years from its execution and may be terminated by either party at any time, with or without cause, by sending written notice to the other party.

IN WITNESS THEREOF, the governing board of the City of Jonesboro Parks and Recreation Department has caused this agreement to be executed by the President of it's governing board, the Red Cross has caused this agreement to be executed by the Northeast Arkansas Service Center, said agreement to become effective and operative upon the fixing of the last signature hereto.

Signatures to the Agreement:



Jo Daniel
Director
NEA Service Center American Red Cross

7/19/04

Date