**MUTUAL AID AGREEMENT (Facilities)**

This agreement is entered into between **Spencer County Public Schools**, 207 W. Main Street, Taylorsville, KY and **Spencer Christian Church**, 5720 Taylorsville Road, Fisherville, KY 40023.

1. Each of the parties owns and maintains student educational facilities.
2. In the event of a major emergency or event, each of the parties will need the assistance of the other party to provide a supplemental student evacuation location.
3. Each of the parties has the necessary student educational facilities to enable it to provide such service to the other party in the event of such an emergency or event.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The superintendent or designee of either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for a supplemental student evacuation location in excess of that available from the requesting party.
2. **Response to Request.** Upon receipt of such a request, the superintendent or designee shall immediately take the following action:
3. Determine if the responding party has supplemental student evacuation locations available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
4. Determine if pre-planned supplemental student evacuation location(s) is/are available in accordance with the established operating plans and procedures.
5. In the event the needed supplemental student evacuation location(s) is/are available, building principal(s) will be notified to implement a reception plan and assist as needed with family reunification.
6. In the event the needed supplemental student evacuation location(s) are not available, to immediately advise the requesting party of such fact.
7. **Supervisory Responsibility during Emergency or Event.** The building principal of the responding party has overall responsibility of the school facility. Supervision of the family reunification operations is by the receiving party school principal or designee in accordance with their School/District Emergency Response Plan. Personnel actions remain the responsibility of the receiving party for receiving party personnel only.
8. **Termination of Service.** The supplemental student evacuation location(s) of the responding party shall be released from service and returned to the responding district by the receiving district as soon as conditions may warrant.
9. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party’s employees relating to the performance of this agreement.
10. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own vehicles and personnel.
11. **Compensation.** Each party agrees that it will not seek compensation for services
rendered under this agreement from the other party if confronted with an emergency situation at which the requesting party has need for vehicles or personnel in excess of that available at the requesting party’s inventory.
12. **Pre-Emergency Planning.** The safety coordinator, and/or superintendents of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the specific supplemental student evacuation location(s) needed under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

**Mutually Available ADA Compatible Supplemental Student Evacuation Locations**

Spencer County Public Schools Bullitt County Public Schools
Spencer County High School Bullitt East Campus Schools
Spencer County Middle School
Taylorsville Elementary School

1. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
2. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Spencer County Public Schools Spencer Christian Church

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Chair Board Chair

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent Pastor