

AGREEMENT FOR EMERGENCY SHELTERS

THIS AGREEMENT FOR EMERGENCY SHELTERS ("Agreement") is made and entered into this the ____ day of _____ 2026 by and between the Ashe County Board of Education, a body politic and corporate organized and existing under the laws of the State of North Carolina, (the "Board of Education"), the address of which is 320 South Street, Jefferson, NC 28640, and the County of Ashe, a body politic and corporate organized under the laws of the State of North Carolina (the "County"), the address of which is 150 Government Circle, Suite 2500, Jefferson, NC 28640.

WITNESSETH

WHEREAS, pursuant to Article 1A of Chapter 166A of the North Carolina General Statutes, the County provides emergency sheltering of persons and families who are victims of disaster or who are evacuating areas as a result of a declared, pending, or extant emergency; and

WHEREAS, the Board of Education is authorized to permit the County to use facilities within the Ashe County Schools public school district (the "school district") for emergency shelters; and

WHEREAS, the parties mutually desire to make certain facilities of the school district available to the County for use as emergency shelters;

NOW, THEREFORE, in furtherance of the foregoing and in consideration of the mutual promises, covenants, and agreements herein stated, the Board of Education and the County contract and agree as follows:

1. Use of School Facilities. The Board of Education shall permit the County to use certain school district facilities as emergency shelters for persons required to evacuate their residences or other areas of habitation due to a declared, pending or extant emergency. The Board of Education will designate certain school district employees, including custodians and child nutrition employees, to assist in the operation of the school district facilities as emergency shelters. Attached Exhibit A contains terms and conditions applicable to the use of school district employees for this purpose.
2. Use of Food Products and Supplies. To the extent allowed by applicable law and/or regulation, the Board of Education shall allow the County to use school district food products and supplies for care and welfare of the residents of the emergency shelters. The County shall reimburse the Board of Education for food products

or other school district property consumed or otherwise use in the operation of the emergency shelters. The County also shall reimburse the Board of Education for costs incurred in cleaning and/or repair of the school district facilities used as emergency shelters.

3. Indemnification. The County shall indemnify and hold harmless the Board of Education, the school district, and their respective officers, employees, and agents from any and all claims for bodily injury, death, and property damage arising from the County's use of school district facilities as emergency shelters. The County is not responsible for damage to school district facilities caused by weather or other natural disaster, or any act of God which may occur during the operation of school district facilities as emergency shelters.
4. Emergency Shelters. The following school district facilities may be used as emergency shelters as necessary: A||

The foregoing list of school facilities is subject to modification, and the parties agree to amend this Agreement as necessary due to changes in the physical condition and/or usage of these facilities.

5. Term. The term of this Agreement is 2 years, beginning on the date stated above.
6. Termination. This Agreement may be terminated, without cause, by either party upon 120 days' prior written notice to the other party. This Agreement may be terminated, for cause, by the non-breaching party upon written notice of default to the breaching party and the failure of the breaching party to cure the default within ten (10) days following receipt of the notice of default. of the receipt of the notification. Such notice of termination shall be given by personal delivery or by US certified mail, return receipt requested. Each party's respective address stated above shall be the address for notices under this Agreement.
7. Amendment. Any amendment or other modification of this Agreement shall be in writing approved and executed by both parties.
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree that the exclusive venue for all actions relating in any manner to this Agreement shall be the General Court of Justice in Ashe County, North Carolina.
9. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties concerning the subject matter

of this Agreement. This document, including exhibits, supersede all prior and contemporaneous discussion, promises, representations, agreements, and understandings relative to the subject matter of this Agreement.

10. Severability. Should any portion of this Agreement be deemed unenforceable by judicial action, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
11. Sovereign Immunity. Neither party waives its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
12. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only they have any legal or equitable right to enforce this Agreement, to seek any remedy arising out of a party's performance or nonperformance, or to bring an action for the breach of this Agreement.
13. Compliance. The parties warrant that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q); the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
14. E-verification. The parties must comply with the requirements of applicable law which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

15. Iran Divestment Act Certification. The parties hereby certify that they will not employ or otherwise utilize any person or entity that are on the Final Iran Divestment List ("List") created by the North Carolina State Treasurer pursuant to NCGS Chapter 147, Article 6E.

16. Coordination and Communication. All coordination regarding the activation, operation, and deactivation of emergency shelters within school district facilities shall be directed through the Superintendent of Ashe County Schools or the Superintendent's designee. This includes all communications from County officials, including but not limited to the Department of Social Services (DSS), Emergency Management, and any other agencies involved in shelter operations.

The County agrees to ensure that all shelter-related plans, requests, updates, and operational decisions involving school district facilities or personnel are communicated directly through the Superintendent to ensure clear coordination, consistency, and effective response.

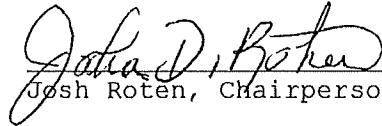
17. Access to Shelter Areas. Access to designated shelter living areas within school district facilities shall be limited to individuals directly supporting shelter operations and to authorized school district personnel, including maintenance and administrative staff who require access to specific areas such as gymnasiums.

This limitation is intended to maintain a safe, respectful, and orderly environment for all individuals residing in the shelter, while ensuring that school district personnel retain appropriate access to facilities as needed for operational and maintenance purposes.

IN WITNESS WHEREOF, the Board of Education and the County, having approved the terms of this Agreement, hereby execute this Agreement as of the date first written hereinabove.

ASHE COUNTY BOARD OF EDUCATION

By:


Josh Roten, Chairperson

COUNTY OF ASHE

By:

Chairperson

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Date: 4/14/26

Amanda Coldiron
Amanda Coldiron,
School Finance Officer

EXHIBIT A

The County may request the activation of hourly child nutrition and custodial staff to provide essential feeding and maintenance services in the school facilities used as a disaster shelter.

The County will reimburse the Ashe County Schools for any wages paid to hourly child nutrition and custodial workers for their services provided during disaster shelter operations or extended feeding operations. This reimbursement will include payment at the normal hourly rate for the workers if the workers were not scheduled to work those hours. It may also include overtime pay for hours worked in excess of the normal 40-hour work week. The County agrees to reimburse for wages paid by the Ashe County Schools to child nutrition and custodial staff only, including any necessary benefits.

The Ashe County Schools shall:

1. Schedule the child nutrition and custodial workers as requested by the County.

2. Maintain an accurate system of records for each shelter, including daily reports on number of meals prepared and served at each shelter, weekly summaries of the number of workers and their hours at each shelter.

3. Pay wages consistent with its payroll procedures and in accordance with applicable State, Federal, and/or local requirements.

4. Submit a request to the County for reimbursement within 30 days of the closing of each shelter. The invoice shall identify each shelter location; the dates of operation; and for each worker: name, social security number, number of regular hours and overtime hours worked each day, hourly rate of pay, hourly overtime pay, and total amount paid.