

**MEMORANDUM OF AGREEMENT
FOR THE USE OF FACILITIES AS A
DISASTER RELIEF CENTER/SHELTER**

This Agreement is made and entered into between The Compass Church and DuPage County, through the Office of Homeland Security and Emergency Management, hereinafter referred to as "the County", to authorize the use of the facilities described below to assist in the provision of emergency and mass care services to victims of an emergency or disaster.

Pursuant to the terms of various federal and state statutes, rules, and policies, the County provides mass care services to victims of emergency or disaster. Mass care services are defined as the provision of:

- Temporary Shelter
- Emergency Feeding
- Emergency First Aid
- Dispensing of Prophylactic Drugs
- Emergency Welfare Inquiry
- Bulk Distribution of Emergency Relief Items

The County, through various operating departments, provides these services following a request by the Mayor or Village President of an incorporated municipality or following the declaration of a State of Emergency or Disaster by the County Board Chair.

RECITALS

The parties described above, mutually agree to make the facilities of The Compass Church – Naperville Campus located at 1551 Hobson Road in the City of Naperville and The Compass Church – Wheaton Campus located at 520 E. Roosevelt Road in the City of Wheaton available to the County, in accordance with the following provisions:

1. The Compass Church agrees that, after meeting its responsibilities to parishioners, members, and clients, it will maintain the physical facilities that are appropriate, based on county, state, and federal guidelines, for use as a disaster relief center/shelter, and will voluntarily permit, to the extent possible, without compensation, and upon request of the County, the use of its physical facilities by the County as a disaster relief center/shelter for the victims of an emergency or disaster.
2. The County agrees that it will exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse The Compass Church for any foods or supplies that may be used by the County in the conduct of its relief activities in said disaster relief center/shelter.

RELEASE OF LIABILITY

Section 21 of the Illinois Emergency Management Agency Act provides liability coverage regarding the use of these facilities as a disaster relief center/shelter as provided below:

- (a) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or an exercise together with his or her successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for negligently causing loss of, or damage to, the property of such person.
- (b) Any private person, firm or corporation and employees and agents of such person, firm or corporation in the performance of a contract with, and under the direction of, the State, or any political subdivision of the State under the provisions of this Act shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct.
- (c) Any private person, firm or corporation, and any employee or agent of such person, firm or corporation, who renders assistance or advice at the request of the State, or any political subdivision of the State under this Act during an actual or impending disaster, shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct.

The immunities provided in this subsection (c) shall not apply to any private person, firm or corporation, or to any employee or agent of such person, firm or corporation whose act or omission caused in whole or in part such actual or impending disaster and who would otherwise be liable therefore.
(Source: P.A. 98-756, eff. 7-16-14.)

(Source: 20 ILCS 3305/21)

CERTIFICATIONS

In witness thereof, both The Compass Church and the County have caused this Agreement to be executed. This Agreement shall become effective and operational upon the affixing of the last signature hereto.

For DuPage County:

For The Compass Church:

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Date

Date