

MEMORANDUM OF AGREEMENT

This Agreement, entered into by and between the Marshall County Fiscal Court (MCFC) and Marshall County Community Kitchen, Inc. a/k/a Marcella's Kitchen (Marcella's), is done pursuant to the terms and conditions as spelled out below:

1. Both entities realize and acknowledge that due to various and unpredictable circumstances such as extreme heat, cold, snow, flooding, or other natural or non-natural emergencies, temporary shelters may be necessary for persons who have been displaced or whose lives may be in danger due to emergency situations.

2. ~~Marcella's therefore agrees to make its real property available as a temporary shelter in times of emergencies for this purpose. Marcella's shall make its real property available for time periods when Marcella's and the Marshall County Emergency Management Director determine that this real property is needed as a temporary shelter. Marcella's and the Marshall County Emergency Management Director shall cooperate to determine how best to utilize Marcella's as a temporary shelter during these time periods.~~ *Marcella's agrees to make its real property available as a Red Cross Managed Shelter per the Red Cross definition of a Managed Shelter. The periods in which Marcella's will be used as a shelter will be those agreed upon by Marcella's Kitchen Board and the Red Cross so as to not interfere with the normal operation of Marcella's Kitchen.*

3. In exchange and in consideration for Marcella's offering its real property as a temporary shelter in these situations, and in order to help ensure that Marcella's stays viable as a temporary shelter, the MCFC shall add Marcella's electricity generator to MCFC's existing service plan, the MCFC being solely responsible for the payments on this service plan. *In addition, MCFC will be responsible for refueling services for Marcella's electricity generator during periods in which the facility is being used as a Red Cross Managed Shelter.*

4. Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party.

5. Either party may terminate this Agreement by giving other party at least 30 days' advanced written notice of its intent to terminate.

6. This Agreement shall be effective upon both entities ratifying and executing this Agreement.

Agreed and entered into on this the ____ day of _____, 2020.

President, Marshall County
Community Kitchen, Inc.

Kevin Neal, Judge
Marshall County Judge Executive