



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** JoAnne Plummer, Director Neighborhood Services

**PREPARED BY:** Jason Levy, Emergency Services Coordinator

**SUBJECT:** Emergency Shelter Facility Use Agreements

**RECOMMENDATION:**

- A. Authorize the City Manager to execute a facility use agreement with the County of Santa Barbara Department of Social Services for an emergency shelter at the Goleta Community Center, and
- B. Authorize the City Manager to renew a facility use agreement with the American Red Cross for an emergency shelter at the Goleta Community Center.

**BACKGROUND:**

California law sets the responsibility for emergency care and shelter at the local level. As per the Health and Safety Code Sections 34070–34072, local government is to provide or contract with recognized community organizations to make emergency or temporary shelter available for people made homeless by a natural disaster or other emergency. California’s State Emergency Plan and Standardized Emergency Management System (SEMS) puts local government at the first level of response for meeting the disaster needs of people in its jurisdiction.

The City of Goleta has an existing Memorandum of Agreement (MOA) with American Red Cross to provide emergency sheltering. This MOA was signed in 2023 and is up for renewal.

**DISCUSSION:**

In addition to the MOA with the American Red Cross, staff has been working with the County of Santa Barbara on a separate agreement since 2024 to formally establish an alternative emergency shelter operator in the event of a disaster or emergency. Staff seeks Council approval to authorize the City Manager to execute a new agreement with the County Department of Social Services to operate an emergency shelter (Attachment 1) and renew the facility use agreement with the American Red Cross (Attachment 2). If the Red Cross is unable to provide this service, the County Department of Social Services

would serve as a back-up operator for an emergency shelter located at the Goleta Community Center.

**GOLETA STRATEGIC PLAN:**

**City-Wide Initiative:** 7. Maintain a Safe and Healthy Community

**Strategic Goal:** 7.2. Participate in regional public safety collaboration

**FISCAL IMPACTS:**

There are no immediate fiscal impacts associated with approving this MOA or entering into agreements with the County of Santa Barbara Department of Social Services and the American Red Cross to facilitate shelter services. In the event of an emergency, normal operations at the Goleta Community Center may be impacted depending on the magnitude of the disaster or emergency. Costs associated with shelter operations during an actual emergency may be eligible for reimbursement through state or federal disaster assistance programs, but reimbursement is not guaranteed.

**ALTERNATIVES:**

The Council may instruct staff not to sign one or both contracts and may also direct staff to explore alternative organizations to operate shelters at City-owned facilities.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. Emergency Facility Use Agreement with the County of Santa Barbara
2. American Red Cross Facility Use Agreement

## **ATTACHMENT 1**

Emergency Facility Use Agreement with the County of Santa Barbara

Project: Goleta Community Center  
Emergency Facility Use Agreement  
Site: Goleta Community Center  
APN: 071-130-009  
Folio: 004113  
Agent: DH

## **EMERGENCY FACILITY USE AGREEMENT (12A-11)**

This Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and the City of Goleta ("OWNER"), with reference to the following

### RECITALS

- A. COUNTY provides emergency response and disaster relief services to residents in the event of a natural disaster or local emergency, including but not limited to, providing temporary care and shelter, distributing prophylaxis medications and/or vaccinations, and providing other essential services to protect the health and welfare of the citizens of the county; and
- B. COUNTY desires to coordinate disaster and emergency planning with owners of various facilities located throughout the county with the intent that these facilities could be used to conduct sheltering or other disaster operations to fulfill the COUNTY's efforts to protect the health and safety of its citizens during a disaster or emergency; and
- C. COUNTY desires to maintain this Agreement to use the facility ("Facilities") described below and on Exhibits "A" Map and "B" Emergency Facility Survey, attached hereto and incorporated herein by this reference, for emergency response and disaster relief operations ("Disaster Operations"), and to define working relationships and roles of COUNTY and OWNER before a disaster occurs. In the case of a disaster or emergency where this facility is needed, COUNTY will use the emergency contacts provided herein in order to establish shelter or other disaster relief operations in as expeditious a manner as such emergency conditions allow or require.

### Facility:

Goleta Community Center, 5679 Hollister Avenue, Goleta, CA 93117  
Assessor Parcel Number: 071-130-009

### 24-hour Contact Information for OWNER:

Jason Levy – Emergency Services Coordinator

Main Phone: [REDACTED]

24-hour Phone: [REDACTED]

-if no answer call-

Kelsey Hamilton

Main Phone: [REDACTED]

24-hour Phone: [REDACTED]

### 24-hour Contact Information for COUNTY:

Susan Freebourn, Facilities and Disaster Services Manager

Main Phone: [REDACTED]

24-hour Phone: [REDACTED]

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, OWNER agrees to allow COUNTY to use the Facility upon the following terms and conditions:

1. Use of Facility: Upon COUNTY's request and if feasible, OWNER will permit COUNTY to use the Facility, on a temporary basis as reasonably necessary, for Disaster Operations and will allow COUNTY, through its departments and agreements with other public and private agencies, to operate the Facility with all equipment and services associated with temporary occupancy and other essential needs. The OWNER indicates below any limitations on use for Disaster Operations and makes no representations or warranties as to the suitability of the facility for the purposes of COUNTY's Disaster Operations. COUNTY accepts the Facility "as is" and COUNTY is responsible for all due diligence associated with determining that the Facility will meet the necessary criteria for Disaster Operations. OWNER will cooperate with COUNTY in providing information or documents relevant to COUNTY's due diligence and the pre-occupancy survey of Section 4 of this Agreement.  
☒ All uses  
☐ All uses except the following: \_\_\_\_\_
2. Facility Management: In the event that COUNTY makes use of the Facility pursuant to Section 1 above, COUNTY will designate an official, the "Facility Manager", to manage the Facility during the Disaster Operations, and OWNER will designate a coordinator, the "Facility Coordinator", to work with the Facility Manager regarding COUNTY's use of the Facility. COUNTY will have primary responsibility for the management and operation of the Facility during the Disaster Operations. If so desired, the parties may indicate below their respective duties, obligations and/or limitations:
3. Term: The term of this Agreement shall be for a period of five (5) years and will commence upon execution by OWNER or COUNTY, whichever is later. This Agreement may be terminated at any time by either party upon ninety (90) days prior written notice, which may be given with or without cause.
4. Condition of Facility: At the commencement of COUNTY's active use of the Facility, the Facility Coordinator and Facility Manager, or designee(s) thereof, will jointly conduct a pre-occupancy survey of the Facility and inventory supplies made available to COUNTY before it is turned over to COUNTY. The Facility Coordinator will identify and secure all OWNER's equipment that COUNTY should not use while operating the Facility. COUNTY will exercise reasonable care while using the Facility for Disaster Operations and will make no modifications to the Facility without the express written approval of OWNER. If any improvements are damaged or removed by COUNTY, its authorized agents, employees, or contractors, they shall be restored or replaced by COUNTY within forty-five (45) days of the closing date of Disaster Operations to as near the original condition and location as is practicable.
5. Custodial Services: Upon request by COUNTY and if such resources exist and are available, OWNER will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a "Facility Custodian" to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Facility Manager. COUNTY must reimburse OWNER its actual costs of providing cleaning and sanitation services at the Facility.

6. Security: In coordination with the Facility Coordinator, the Facility Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Facility.
7. Signage and Publicity: COUNTY may post signs identifying the Facility as a specific type of COUNTY Disaster Operation in locations approved by the Facility Coordinator and will remove such signs when the Disaster Operation is closed. OWNER will not issue press releases, social media, or other publicity concerning the Disaster Operations without the express written consent of the Facility Manager. OWNER will refer all media questions about the Disaster Operations to the Facility Manager.
8. Closing the Disaster Operations at the Facility: COUNTY will notify OWNER, or the Facility Coordinator, of the closing date for the Disaster Operations. Within ten (10) business days of the closing date of the Disaster Operations, the Facility Manager and Facility Coordinator will jointly conduct a post-occupancy survey to record any damage or conditions. The Facility Manager and Facility Coordinator will conduct a post-occupancy inventory of any OWNER provided supplies used during the Disaster Operations. OWNER shall allow COUNTY at least thirty (30) days from the date of the survey to remove any and all materials and return the Facility to an orderly condition, excluding reasonable wear and tear, at which point COUNTY's active use and obligations under this Agreement shall terminate. After thirty (30) days from the date of the survey, OWNER may remove any remaining materials or deterioration of the condition of the Facility associated with COUNTY's use, and COUNTY shall reimburse OWNER for the actual costs of the same.
9. Reimbursement: COUNTY will reimburse OWNER for the following items:
  - a. Any damage to the Facility or other property of OWNER resulting from the Disaster Operations, excluding reasonable wear and tear that is not repaired or replaced according to Sections 4 and 8 of this Agreement. Damage costs include costs incurred removing and disposing of materials left in the Facility by the COUNTY during the Disaster Operations after thirty (30) days from the date of the survey . Reimbursement for Facility or other property damage will be based on replacement at actual cash value in the case of tangible property and the cost of reconstruction or replacement in the case of real property. Reimbursement for material removal and disposal will be based on actual cost to OWNER.
  - b. OWNER's food and/or supplies used by COUNTY during the Disaster Operations. Any request for reimbursement for food and/or supplies must be accompanied by supporting invoices.
  - c. Other operational costs incurred during the Disaster Operations, but only to the extent that such costs are incurred as the result of an exigent request by COUNTY or pre-approved by COUNTY in writing. Any request for reimbursement for operational costs must be accompanied by supporting invoices.

OWNER will submit any request for reimbursement to COUNTY within 60 days after the Facility closes. COUNTY is not responsible for storm damage or other damage caused by the disaster.

10. Non-Exclusive Use: COUNTY's rights under this Agreement are non-exclusive. OWNER reserves the right to use, or allow others to use the Facility for purposes that do not interfere with COUNTY's use of the Facility. In the event of such use by OWNER, OWNER shall provide COUNTY prior notice of such use, and shall ensure that any use by OWNER, OWNER's agent(s), lessee(s), or licensee(s) does not interfere with COUNTY's emergency use of the Facility. OWNER shall also have the right to enter the Facility at any time to show prospective buyers or lessees the Facility without any prior notice to COUNTY.
11. Liability: By COUNTY's exercise of this Agreement, OWNER assumes no liability for loss or damage to COUNTY's property, or injury to or death of any agent, employee, or contractor of COUNTY, unless said loss, damage, injury, or death, except to the extent such loss or damage is caused by the OWNER's negligence or other willful misconduct.
12. Insurance: COUNTY shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof with limits no less than \$5,000,000, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.
13. Indemnification: COUNTY shall indemnify, defend and hold harmless OWNER and its officers, officials, employees, and agents from any claims and damages relating to COUNTY's use of the Facility to the extent such claims and damages are caused by COUNTY's negligence or other willful misconduct. .
14. Further Acts: The parties hereto agree to perform any further acts and execute any documents that may be reasonably necessary to affect the purpose of this agreement.
15. Notices: All notices under this agreement shall be addressed and delivered as follows:

COUNTY: County of Santa Barbara  
Department of Social Services  
Attention: Facilities and Disaster Services Manager  
234 Camino Del Remedio  
Santa Barbara, CA 93110  
Tel: (805) 681-4588  
Sfreebo@countyofsb.org

OWNER: City of Goleta  
Attention: Matthew Fore  
130 Cremona Drive  
Goleta, CA, 93117  
Tel: (805) 562-5507  
MFore@cityofgoleta.org

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Project: Goleta Community Center  
Emergency Facility Use Agreement  
Site: Goleta Community Center  
APN: 071-130-009  
Folio: 004113  
Agent: DH

**IN WITNESS WHEREOF**, the parties have executed this Agreement by the respective authorized representatives set forth below to be effective on the date executed by COUNTY.

APPROVED:  
"OWNER"  
CITY OF GOLETA

By: \_\_\_\_\_  
Robert Nisbet  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Isaac Rosen, City Attorney

By: \_\_\_\_\_  
Signed by:  
*Scott Shapses*  
4385248AE54246E  
Scott Shapses, Deputy City Attorney

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Daniel Nielson, Director  
Social Services Department

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Tyler Sprague, Deputy County Counsel

APPROVED:

By: \_\_\_\_\_  
James Cleary, Interim Real Property Manager  
General Services Department

APPROVED:  
"COUNTY"  
COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Kirk A. Lagerquist  
Director, General Services Department

*(On behalf of the Board of Supervisors pursuant to Santa  
Barbara County Code Section 12A-11)*

Date: \_\_\_\_\_

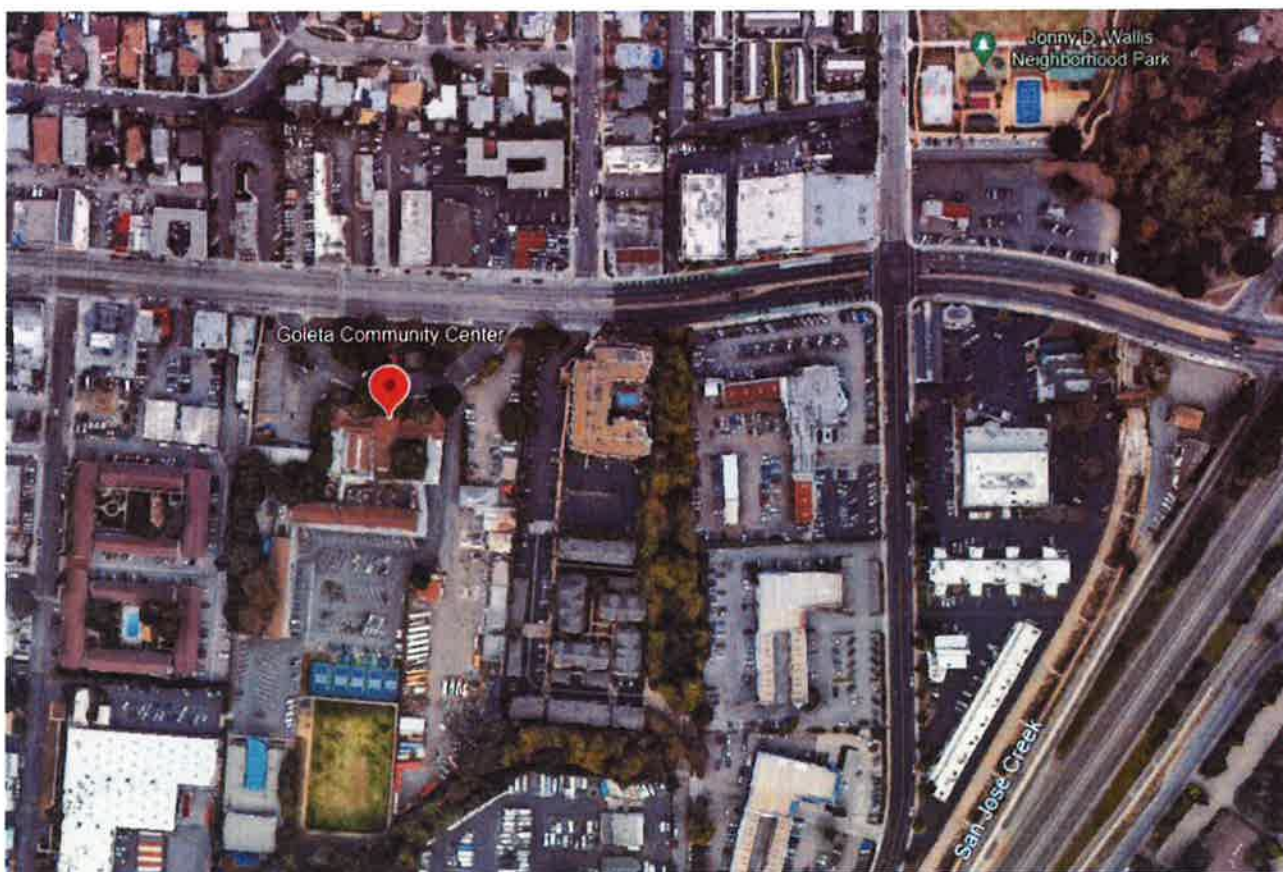
APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFER, CPA, CPFO  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
C. Edwin Price, Jr.,  
Deputy Auditor-Controller

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGER

By: \_\_\_\_\_  
Greg Milligan, Risk Manager

Exhibit "A"  
MAP



Site: Goleta Community Center  
5679 Hollister Avenue  
Goleta, CA, 93117

Exhibit "B"  
EMERGENCY FACILITY SURVEY

**Goleta Community Center**

**TYPE OF FACILITY INTENDED:**

Medical Shelter ☒ Evacuation Center ☒ Animal Evacuation ☐ Information Center ☒ Children's Camp ☒  
Warming Center ☒ Cooling Center ☐

**DATE OF SURVEY:** 05/23/24

By: Yolanda Salgado-Tovar (DSS) and Kelsey Hamilton (GCC)

**SITE INFORMATION**

Site Name: Goleta Community Center  
Street Address: 5679 Hollister Avenue, Goleta, CA 93117  
Phone: [REDACTED]  
Email Address: khamilton@cityofgoleta.org

**Directions to the facility from the nearest major highway evacuation route.**

- From North US 101 take exit 105, Fairview Avenue in Goleta. Continue onto N Fairview Avenue. Use left 2 lanes to turn left onto Hollister Avenue. Address will be on the right.
- From South US 101 take exit 105, Fairview Avenue in Goleta. Make a right onto N Fairview Avenue. Use left 2 lanes to turn left onto Hollister Avenue. Address will be on the right.
- Latitude: 34°26'06"N Longitude: 119°49'24"W

**ADDITIONAL INFORMATION:**

Is there a current agreement to use this site with the Red Cross? ☒ Yes ☐ No  
If yes, can the County to co-locate an emergency animal shelter? ☐ Yes ☒ No  
Is facility within ten miles of a nuclear power plant, utility plant or water reserve like a dam? ☒ Yes ☐ No  
Waste Water Treatment Plant  
Public Transportation available to site? ☒ Yes ☐ No  
MTD Routes 6, 11, 12X

**LIMITATIONS ON FACILITY USE:** Some facilities have specific areas that can be used as an emergency shelter. Please indicate restrictions on use of certain areas of the building or if the entire facility is available for use.

☒ This facility will be available for use at any time during the year.  
☐ This facility is **only** available for use during the following time periods From: \_\_\_\_\_ to \_\_\_\_\_

**STAFFING:**

Staff available on-site to help with logistics, access to building, or site set up in an emergency? ☒ Yes ☐ No  
Contact: JoAnne Plummer Tel: [REDACTED] or Kelsey Hamilton Tel: [REDACTED]

**SECURITY:**

Does the facility have security guards or security personnel? ☐ Yes ☒ No  
Property fenced or other natural barriers? (Partial Fence) ☐ Yes ☒ No

Local police or sheriff: Santa Barbara County Sheriff

**ACCESS:**

Location of Entrances: Through the front door. There are also to entrances in the back.  
Advance Notice: Facility available for use within 2 hours of notification.

**SHELTER CAPACITY:**

General: 38-57 Medical or AFN: 23  
Largest room = 38 x 64 square feet  
Additional rooms and square footage: one 35'x 61', three 22'x 31', two 22'x 28'

**STORAGE CAPACITY:**Number of Locked Rooms Available: 6 classrooms and 3 officesNumber of Unlocked Rooms Available: 0**PARKING:**Spaces #: 100Handicapped Parking #: 8Surface: Concrete \_\_\_\_\_ Asphalt x Gravel \_\_\_\_\_ Un-paved \_\_\_\_\_ Lighting x☐ Minimum of 1 direct ADA pathway to entrance of the building with a 46" door (for Gurney Access).\*No, but they can be created.☒ Curb cuts (Min. 35" wide with 1/2" max. vertical transition height)\*☒ Accessible doorways to interior service areas (minimum 32" wide)\*☐ Automatic doors openers or appropriate ADA door handles\*☒ Ramps (minimum 35 inches wide)\* ☒ Fixed ☐ Portable ☒ Have Handrails?☒ Level Landings \*☐ Is an elevator or lift available between floors or levels at facility as needed as alternate to use of stairs.\***KITCHEN:**Kitchen Facilities: ☒ Oven ☐ Microwave ☒ Catering kitchen ☒ Residential kitchen ☒ Food Prep StationRefrigerator: ☐ Walk-in ☐ Residential ☒ Commercial Refrigeration capacity: 27 cubic feetNumber of Sinks: 3Eating or Cooking Utensils/Pans: noCleaning Supplies: yesTables available: Rectangular: 60 Circular: 20 Chairs: 250Other seating: noAccessible Tables (28-34" high): yesServing line [counter] Yes ☒ If yes (28-34" high)\* Yes ☒ No ☐Aisles Yes ☒ If yes (38" wide) Yes ☒ No ☐**RESTROOMS:**Men's Room: Total: 1 # of Stalls: 3 # Accessible Stalls: 1 # Sinks: 2 # Accessible Sinks: 0Women's Room: Total: 3 # of Stalls: 4 # Accessible Stalls: 1 # Sinks: 2 # Accessible Sinks: 0Unisex Room: Total: 2 # of Stalls: 1 # Accessible Stalls: 1 # Sinks: 1 # Accessible Sinks: 0☒ Signage identifying handicapped bathroom / Total # of handicapped bathrooms: 1☐ Toilet stall measures 60" wide x 56" deep.☐ Stall Door 36" wide with maximum of 12" toe space under door☐ Grab bars (33-36 "wide) located next to and behind toilet.☒ Toilet seat height of 19" max.☒ Sinks @ 34 inches in height, 27" minimum knee clearance under sink☐ Towel dispenser @ 39" in height**SHOWERS:**Men's Showers Total: 0 Women's Showers Total: 0**FIRE SAFETY:**Does the facility have inspected fire extinguishers? ☒ Yes ☐ NoDoes the facility have functional fire sprinklers? ☐ Yes ☒ NoDoes the fire alarm directly alert the fire department? ☐ Yes ☒ NoDoes the facility have a fire alarm? ☐ Yes ☒ No (if yes, choose one: ☐ Manual (pull-down) ☐ Automatic**UTILITIES:**Heating ☐ Electric ☒ Natural gas ☐ Propane ☐ FuelCooling ☐ Electric ☐ Natural gas ☐ Propane

**Water** ☒ Municipal ☐ Well(s) ☐ Trapped / Potable storage capacity in gallons: \_\_\_\_\_  
 Electricity Vendor: Southern CA Edison Emergency phone number: (800) 611-1911  
 Natural Gas Vendor: So Cal Gas Emergency phone number: (800) 427-2200  
 Water Vendor: Goleta Water District Emergency phone number: (805) 964-6761 x9  
 Telephone Vendor: Cox Emergency phone number: (866) 744-0179

**Outlets:** Number of electrical outlets available: Inside: 25 approximately Outside: 2

**EMERGENCY GENERATOR:** ☐ Yes ☒ No

**TELEPHONE / INTERNET ACCESS:**

Facility phones available to shelter staff? ☒ Yes ☐ No Available to shelter residents? ☐ Yes ☒ No  
☒ Maximum 48" high ☐ TDD available ☒ Earpiece (volume adjustable)  
 Is Internet Service available onsite? ☒ Yes ☐ No What Kind? ☒ Wi-Fi ☐ Ethernet  
 Internet available: Shelter Staff? ☒ Yes ☐ No Shelter Residents? ☒ Yes ☐ No  
 Computer available? Shelter Staff? ☐ Yes ☒ No Shelter Residents? ☐ Yes ☒ No  
 Cell service available onsite? ☒ Yes ☐ No Service Level: ☐ Good ☐ Fair ☒ Poor ☐ None

**MEDIA ACCESS:** ☐ Televisions ☒ Overhead projectors ☐ Cable TV access

**OUTDOORS:** 35,000 ft ☒ Grass ☒ Dirt ☒ Paved  
 Are shaded areas available? ☐ Yes ☒ No

**MEDICAL SHELTER SPECIFIC QUESTIONS**

- Are there any locked rooms available for storage? ☒ Yes ☐ No
- Qty: 2 Locations: Indoors-TBD
- Are there any restrooms accessible from the exterior of the building? ☐ Yes ☒ No

**ANIMAL SHELTERING SPECIFIC QUESTIONS**

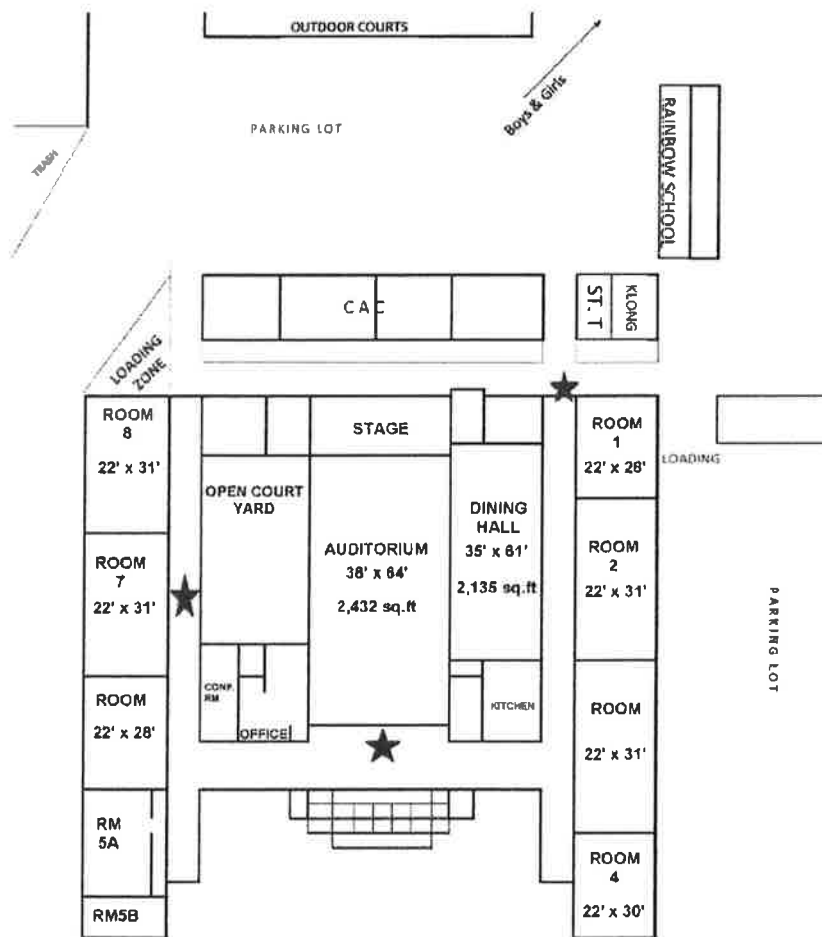
**\*Potential Animal Sheltering**

- What kind of covered space is available for sheltering small animals at this facility\*?  
☐ Indoor Shelter (e.g. rooms or corridors)\* # of enclosed spaces: \_\_\_\_\_ Total Sq Ft: \_\_\_\_\_  
☐ Covered Outside Shelter Area \_\_\_\_\_ Total Sq Ft: \_\_\_\_\_  
☐ Pop-up Tents \_\_\_\_\_ Number available: \_\_\_\_\_ Total Sq Ft: \_\_\_\_\_
- What kind of space is available for large animals such as horses, goats, alpacas:  
☐ Stalls # \_\_\_\_\_ Pens # \_\_\_\_\_  
☐ Corrals # \_\_\_\_\_ Size of corrals: \_\_\_\_\_  
☐ Areas to place portable pens/corrals Size of areas: \_\_\_\_\_
- Animal shelter staff may use the following areas to clean and feed the animals:  
☐ Sinks (for bowl washing & watering) Number: \_\_\_\_\_  
☐ Laundry (to wash animal blankets & bedding) Number: \_\_\_\_\_  
☐ Spigots (for animal washing & watering) Number: \_\_\_\_\_
- Are there special areas of your facility that can be used for the following:  
☐ Outside hosing/washing? Location(s): \_\_\_\_\_  
☐ Disposing animal feces (trashcans or dumpsters)? Location(s): \_\_\_\_\_  
☐ Walking/exercising pet on leash? Location(s): \_\_\_\_\_  
☐ Exercising pets off leash (fenced area) Location(s): \_\_\_\_\_

### OTHER INFORMATION:

The Goleta Community Center is an active childcare facility. They try not to interrupt programming. The scope of services during an emergency is dependent on how the shelter can coexist with its other services. In addition, over the next year and a half, they will be updating their sewer and electrical systems, and making changes to the facility to become fully ADA compliant. Hollister Avenue is also scheduled to undergo improvements that may affect access to the highway and the facility during that time.

### SITE MAP:



## **ATTACHMENT 2**

### American Red Cross Facility Use Agreement



## Facility Use Agreement

The American National Red Cross (“Red Cross”), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross’s disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner (“Owner”) so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

### Parties and Facility

#### **Owner:**

Full Name of Owner	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell	
Address for Official Notices (only if different from above	

#### **Red Cross:**

Chapter Name	
Chapter Address	
24-Hour Point of Contact Name and Title Work Phone Cell	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

#### **Facility:**

Insert name and complete street address of building or, if multiple buildings, write “See attached facility list,” and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

## Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

a. Owner will not charge a fee for the use of the Facility.

Owner Initials \_\_\_\_\_ Red Cross Initials \_\_\_\_\_

b. The Red Cross will pay \$\_\_\_\_ per: \_\_\_\_\_ for the right to use and occupy the Facility

Owner Initials \_\_\_\_\_ Red Cross Initials \_\_\_\_\_

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'
  - a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Digital Signature: Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

_____ Owner (Legal Name)	_____ The American National Red Cross (Legal Name)
_____ By (Signature)	_____ By (Signature)
_____ Name (Printed)	_____ Name (Printed)
_____ Title	_____ Title
_____ Date	_____ Date