

Facility Agreements

Shelter Agreements and Shelter Facility Surveys are tools used by the American Red Cross when setting up shelters. The agreements are established well before any disaster occurs. Information about the facility is obtained such as:

1. the size of open space to determine how many people the facility may house;
2. the kitchen, food preparation and storage capability;
3. times within the year which the facility would be unavailable to be utilized as a shelter;
4. space in the facility that would be off limits to the shelter residents and staff;
5. number of parking spaces;
6. available staff for help preparing food or general facility maintenance;
7. any costs that may be assumed by the Red Cross in the event we use the facility; and,
8. contact information on who has the authorization to let the Red Cross use the facility and two people who have keys to the facility to open the doors.

The agreement is an introduction so that at the time of an incident negotiations with the American Red Cross and the facility owners can be quick and efficient.

The American Red Cross establishes many different facility agreements with a variety of agencies and organizations. This provides flexibility in choosing a site for a shelter when the specific factors i.e. location, number of people, estimation of the duration of the evacuation, dynamics of the population, etc. of that incident are identified. Some information gathered is helpful in eliminating a particular site for use as a shelter. For example if a facility agreement and survey have been completed on a potential shelter site and it is determined there is excess cost involved in having the shelter at the site the American Red Cross would not use the facility if another option is available. Therefore, having an agreement does not equate to the facility being an approved shelter site. Approval is established at each incident and an American Red Cross representative will sign a Facility Use Agreement and a Facility/Shelter Opening Checklist to accept liability for the shelter activity at the facility for each incident.

When a Facility Use Agreement and a Facility/Shelter Opening Checklist are signed by an American Red Cross representative the Red Cross will assume all liability of the facility as it relates to the shelter activity and any costs consumed during the duration of the shelter. This would include:

1. replacement of food products, toilet paper, cleaning supplies;
2. repair of damage done to the facility during the course of the shelter;
3. prorated wear and tear on the facility, i.e. carpet cleaning or repair;
4. payment of utility bills which were consumed at the shelter.

It is not the practice of the American Red Cross to pay salary for facility personnel. This may be negotiated on a case by case basis when other options are not available.

Any maintenance due to the normal wear and tear on the facility or deferred maintenance would be the responsibility of the facility owner.

Shelter Agreements and Shelter Facility Surveys are also used for determining the use of a facility for other components of a Red Cross response such as a headquarters office, staff processing center, storage or warehouse or other service delivery site.

American Red Cross Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

Facility: Cesar Chavez Community Center

Parties and Facility

Owner/Director/Manager:

Legal name: City of Racine Parks, Recreation & Cultural Services

24-Hour Point of Contact:

Name and title: Ray Hammerman, Recreation Supervisor

Work phone: 636-9454 Cell phone/pager: 414-418-3788

Address for Legal Notices:

2221 Douglas Avenue, Racine, WI 53402

Red Cross:

Legal name: The American National Red Cross

Chapter: American Red Cross in Southeastern Wisconsin

24-Hour Point of Contact:

Name and title: Mass Care On Call Supervisor

Work phone: 414-345-8687 Cell phone/pager: 414-659-0798

Address for Legal Notices:

American Red Cross in Southeastern Wisconsin

Attn: Director of Disaster Services

2800 W. Wisconsin Ave.

Milwaukee, WI 53233

Copies of legal notices must also be sent to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter 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).

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Facility: Humble Park Community Center

Parties and Facility

Owner/Director/Manager:

Legal name: City of Racine Parks, Recreation & Cultural Services

24-Hour Point of Contact:

Name and title: Jason Mars, Recreation Supervisor

Work phone: 636-9226

Cell phone/pager: _____

Address for Legal Notices:

2200 Blaine Avenue, Racine, WI 53405

Red Cross:

Legal name: The American National Red Cross

Chapter: American Red Cross in Southeastern Wisconsin

24-Hour Point of Contact:

Name and title: Mass Care On Call Supervisor

Work phone: 414-345-8687

Cell phone/pager: 414-659-0798

Address for Legal Notices:

American Red Cross in Southeastern Wisconsin

Attn: Director of Disaster Services

2600 W. Wisconsin Ave.

Milwaukee, WI 53233

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2025 E Street, NW, Washington DC 20006

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Facility: Dr. King Community Center

Parties and Facility

Owner/Director/Manager:

Legal name: City of Racine Parks, Recreation & Cultural Services

24-Hour Point of Contact:

Name and title: James Wilson, Recreation Supervisor

Work phone: 636-9445 Cell phone/pager: 262-497-8138

Address for Legal Notices:

1134 Dr. M.L. King Dr. , Racine, WI 53404

Red Cross:

Legal name: The American National Red Cross

Chapter: American Red Cross in Southeastern Wisconsin

24-Hour Point of Contact:

Name and title: Mass Care On Call Supervisor

Work phone: 414-345-8687 Cell phone/pager: 414-659-0798

Address for Legal Notices:

American Red Cross in Southeastern Wisconsin

Attn: Director of Disaster Services

2600 W. Wisconsin Ave.

Milwaukee, WI 53233

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Facility: Tyler-Domer Community Center

Parties and Facility

Owner/Director/Manager:

Legal name: City of Racine Parks, Recreation & Cultural Services

24-Hour Point of Contact:

Name and title: Sue Henry, Recreation Supervisor

Work phone: 636-9415 Cell phone/pager: 262-939-2048

Address for Legal Notices:

2301 – 12th St., Racine, WI 53403

Red Cross:

Legal name: The American National Red Cross

Chapter: American Red Cross in Southeastern Wisconsin

24-Hour Point of Contact:

Name and title: Mass Care On Call Supervisor

Work phone: 414-345-8687 Cell phone/pager: 414-659-0798

Address for Legal Notices:

American Red Cross in Southeastern Wisconsin

Attn: Director of Disaster Services

2600 W. Wisconsin Ave.

Milwaukee, WI 53233

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2025 E Street, NW, Washington DC 20006

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**American Red Cross
Shelter Agreement**

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Facility: Dr. Bryant Community Center

Parties and Facility

Owner/Director/Manager:

Legal name: City of Racine Parks, Recreation & Cultural Services

24-Hour Point of Contact:

Name and title: Lesia Hill-Driver, Recreation Supervisor

Work phone: 636-9236 Cell phone/pager: 262-880-8881

Address for Legal Notices:

601 – 21st , Racine, WI 53403

Red Cross:

Legal name: The American National Red Cross

Chapter: American Red Cross in Southeastern Wisconsin

24-Hour Point of Contact:

Name and title: Mass Care On Call Supervisor

Work phone: 414-345-8687 Cell phone/pager: 414-659-0798

Address for Legal Notices:

American Red Cross in Southeastern Wisconsin

Attn: Director of Disaster Services

2600 W. Wisconsin Ave.

Milwaukee, WI 53233

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Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the [Facility/Shelter Opening/Closing Form](#), available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. **Food Services:** Upon request by the Red Cross, and if such resources exist and 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 the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. 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 Shelter Manager.
6. **Security:** In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. **Closing the Shelter:** The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. **Reimbursement:** 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 will select from among*

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* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. 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 operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (owner must initial the utilities that it expects to be reimbursed):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs 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 at the shelter.

10. 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' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. 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.

Owner (legal name)	THE AMERICAN NATIONAL RED CROSS (legal name)
By (signature)	By (signature)
Name (printed)	Name (printed)
Title	Title +
Date	Date
