



Facility Use Agreement

Disaster Cycle Services Job Tools

Deploy Materials Workers & Technology / Facility Management

Instructions

This agreement should be used in conjunction with the *Facility Management Standards and Procedures*. Delete these instructions before finalizing and signing the agreement, as the instructions are for internal Red Cross use only.

Immediately before using the facility, use the *Facility/Shelter Opening and Closing Inspection* form to document the date the Red Cross begins using the facility, any existing damage, and any restrictions regarding the use of the facility by Red Cross such as restrictions related to parking or areas that are off limits.

If you have any questions regarding the *Facility Use Agreement*, please contact the Disaster Logistics Center at 202-303-4099 or DLC@redcross.org. The Facilities associate will either answer your questions or contact the Office of General Counsel, as appropriate.

Follow These Steps to Complete the Facility Use Agreement:

1. Enter *Parties and Facility* information.
2. Review *Terms and Conditions* with the facility representative.
 - a. Paragraph 1 (*Use of Facility*): The Red Cross and facility representatives both initial each purpose for which the Red Cross may use the facility.
 - b. Paragraph 4 (*Food Services*) and paragraph 5 (*Custodial Services*) can be removed if those services are not relevant to the relationship with the facility by deleting the paragraphs in Microsoft Word and renumbering the remaining paragraphs or crossing the paragraphs out on a printed version and having the facility and Red Cross representatives initial next to the crossed-out paragraph.
 - c. Paragraph 10 (*Reimbursement*): The Red Cross and facility representatives both initial all utilities that Red Cross will reimburse. Make sure the facility representative understands the terms for reimbursement.
 - i. Paragraph 10(e) only applies to facilities that are owned by a municipal or state government entity. It can be removed if the facility owner is not a municipal or state government entity. If this paragraph is removed, also remove this phrase from the Paragraph 10 opening statement: "Subject to the conditions in paragraph 10(e) below,"
 - d. Paragraph 13 (Term): This paragraph describes the term of the agreement, but it does not identify the specific days the Red Cross will use the facility. The dates the Red Cross begins and ends its use of the facility are recorded on the *Shelter/Facility Opening and Closing Inspection* form during an operation.
 - e. **Modifications other than those listed above must be reviewed by the Disaster Logistics Center** at national headquarters. Send the proposed modifications to DLC@redcross.org. The Disaster Logistics Center will engage Risk Management, Office of General Counsel, and the Sheltering program as appropriate to provide coordinated input.
3. Authorized Red Cross and Facility representatives sign and date the agreement.



Facility Use Agreement

Disaster Cycle Services Job Tools

Deploy Materials Workers & Technology / Facility Management

4. If a facility owner requests confirmation of Red Cross insurance coverage, provide them with the link to the [Downloadable Memorandum of Insurance](#), which they can review at any time.
5. File the *Facility Use Agreement* with all other documentation in the Disaster Requisition Facility File. See the *Facility Documentation Checklist* for file requirements.

Additional Instructions for Sheltering Facilities

- Before entering into an agreement to use the facility as a shelter, complete a *Shelter Facility Survey* and ensure the facility meets the Red Cross standards for sheltering facilities. In hurricane-prone areas, ensure that the facility meets the criteria outlined in the *Standards for Selecting Hurricane Evacuation Shelters (ARC 4496)*.
- Remove paragraph 9 before presenting this agreement to the partner by deleting the paragraph in Microsoft Word and renumbering the remaining paragraphs or crossing the paragraphs out on a printed version and having the facility and Red Cross representatives initial next to the crossed-out paragraph.
- Attach the *Facility Use Agreement* to the facility record in the National Shelter System. See the *Sheltering Standards and Procedures* for instructions.

Additional Instructions for Florida

- When entering into an agreement with a school district that may be required to open their facility as a shelter due to Florida Statutes §252.385(4), add the following paragraph immediately before the *Term* section, and update paragraph numbering:
 - Exception: This agreement does not apply if the school is opened for sheltering during an evacuation pursuant to Florida Statutes §252.385(4).



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	City of South Bend
Address	County-City Building, 227 West Jefferson Blvd, South Bend, IN 46601
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	Northwest Indiana Chapter- North Central Territory
Chapter Address	220 W. Colfax, Suite 510, South Bend, IN 46601
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Bekka Keller DPS 574-229-8813
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility: See attached facility list.

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.



Facility Use Agreement

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 the 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.



Facility Use Agreement

- 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. 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 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.
- 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 claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
 - 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.



Facility Use Agreement

City of South Bend, Indiana

Owner (Legal Name)

By (Signature)

Name (Printed)

Title

Date

The American National Red Cross

(Legal Name)

By (Signature)

Name (Printed)

Title

Date