



# MEMORANDUM

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**To:** Mayor and City Councilors  
**From:** Rich Olson, City Manager  
**Date:** February 2, 2015  
**Re:** Consideration – Authorization to Execute American Red Cross Shelter Agreement

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## **BACKGROUND:**

The American Red Cross has forwarded to the City a new Shelter Agreement for the Knobbs Creek Recreation Center (attached). The City last updated the agreement in 2011. This agreement provides authorization for the Red Cross to use the City's Knobbs Creek Recreation Center as an emergency shelter during a disaster.

## **ANALYSIS:**

As I reported to you previously, the City is in the process of installing a used 350 kW emergency generator at Knobbs Creek Recreation Center. The Load Management Department should have the emergency generator installed and operational by the end of February. Having this generator available will enhance use of this facility during emergency situations.

The Terms and Conditions of the Agreement are similar to those the City has granted in the past. The agreement allows for a Red Cross Shelter Manager to coordinate with a City-designated Facility Coordinator regarding use of the facility; and it provides for reimbursement for damages resulting from the operations of the Red Cross, as well as reasonable, actual, out-of-pocket costs (including the costs for utilities) due to the Red Cross's use of the facility. The Red Cross is required to carry liability insurance coverage and Workers' Compensation coverage and must indemnify the City against any legal liability arising from negligence by the Red Cross during its use of the premises.

## **STAFF RECOMMENDATION:**

By motion, authorize the City Manager to execute the attached Shelter Agreement with the American Red Cross on behalf of the City of Elizabeth City.

## 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.

DR#: \_\_\_\_\_ Facility: \_\_\_\_\_

### Parties and Facility

Owner:

Legal name: City of Elizabeth City  
Chapter: \_\_\_\_\_  
24-Hour Point of Contact:  
Name and title: Rich Olson, City Manager  
Work phone: 252-337-6864 Cell phone/pager: \_\_\_\_\_  
Address for Legal Notices:  
P.O. Box 367  
Elizabeth City, NC 27907  
\_\_\_\_\_  
\_\_\_\_\_

Red Cross:

Legal name: The American National Red Cross  
Chapter: Greater Albemarle Area  
24-Hour Point of Contact:  
Name and title: Megan McDonald, Disaster Program Specialist  
Work phone: 252-335-2185 Cell phone/pager: 252-557-6500  
Address for Legal Notices:  
1409-B Parkview Drive  
Elizabeth City, NC 27909  
\_\_\_\_\_  
\_\_\_\_\_

*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).

Knobbs Creek Recreation Center, 200 E. Ward Street, Elizabeth City, NC 27909  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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 (both parties must initial all utilities to be reimbursed by the Red Cross):

	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)  
Megan McDonald

Name (printed)

Name (printed)  
Disaster Program Specialist

Title

Title:

Date

1-15-15  
Date