

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#: n/a Facility: Sarasota County Public Schools

Parties and Facility

Owner:

Legal name: The School Board of Sarasota County, Florida

Chapter: _____

24-Hour Point of Contact:

Name and title: Darrell Reyka, Interim Director of Safety & Security

Work phone: 941-927-9000 ext 31128 Cell phone/pager: 941-915-7493

Address for Legal Notices: _____

1960 Landings Blvd
Sarasota, FL 34231

Red Cross:

Legal name: The American National Red Cross

Chapter: Southwest Florida Chapter

24-Hour Point of Contact:

Name and title: Iñaki Rezola, Regional Emergency Services Program Manager

Work phone: 941-379-9300 Cell phone/pager: _____

Address for Legal Notices: _____

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).

"See attached Facility List"

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.

Reasonable, actual, out-of-pocket operational costs, including the costs for water, gas, electricity, and waste disposal to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises

The Owner, if not submitting for reimbursement through Sarasota County, 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. This provision shall survive the termination of this Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which Owner may be entitled.

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.

13. Jurisdiction: This Agreement shall be governed and construed in accordance with the law of the State of Florida. The sole venue for any action brought to enforce the provisions of this Agreement shall be in either the Twelfth Judicial Circuit Court in and for Sarasota County, Florida or the United States District Court for the Middle District of Florida if it has original or removal jurisdiction in such litigation..

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA
(legal name)

THE AMERICAN NATIONAL RED CROSS
(legal name)

By (signature)

By (signature)

Name (printed)

Name (printed)

Approved for Legal Content,
May 28, 2013 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

Attachment 1 - List of Schools

Elementary Schools

Alta Vista 1050 South Euclid Ave Sarasota, FL 34237 to include 1085 South Shade Ave Sarasota 34237
Ashton 5110 Ashton Rd Sarasota, FL 34233
Atwater 4701 Huntsville Ave Sarasota, FL 34288
Bay Haven School 2901 West Tamiami Trail Sarasota, FL 34234
Brentwood 2500 Vinson Ave Sarasota, FL 34232
Cranberry 2775 Shalimar Terrace North Port, FL 34239
Emma E. Booker 2350 Dr. Martin Luther King Way Sarasota, FL 34234
Englewood 150 North McCall Road Englewood, FL 34223
Fruitville 601 Honore Ave Sarasota, FL 34232
Garden 700 Center Road Venice, FL 34285
Glenallen 7050 Glenallen Boulevard North Port, FL 34287
Gocio 3450 Gocio Road Sarasota, FL 34285
Gulf Gate 6500 South Lockwood Ridge Road Sarasota, FL 34231
Lakeview 7299 Proctor Road Sarasota, FL 34241
Lamarque 3415 Lamarque Ave North Port, FL 34286
Laurel Nokomis 1900 East Laurel Road Nokomis, FL 34275
Phillippi Shores 4747 South Tamiami Trail Sarasota, FL 34231
Southside 1901 Webber Street Sarasota, FL 34239
Tatum Ridge 4100 Tatum Road Sarasota, FL 34240
Taylor Ranch 2500 Taylor Ranch Trail Venice, FL 34293
Toledo Blade 1201 Geranium Avenue North Port, FL 34288
Tuttle 2863 8th Street Sarasota, FL 34237
Venice 150 East Miami Ave Venice, FL 34285
Wilkinson 3400 Wilkinson Rd Sarasota, FL 34231

Middle Schools

Booker 2250 Myrtle St Sarasota 34234
Brookside 3636 South Shade Ave Sarasota 34239
Heron Creek 6501 West Price Boulevard North Port 34286
Laurel Nokomis 1900 East Laurel Road Nokomis 34275
McIntosh 701 South McIntosh Road Sarasota 34232
Sarasota 4826 Ashton Road Sarasota 34237
Venice 1900 Center Road Venice 34292
Woodland 2700 Panacea Boulevard North Port 34289

High Schools

Booker 3201 North Orange Ave Sarasota 34234
North Port 6400 West Price Boulevard North Port 34286
Riverview 1 Ram Way Sarasota 34231
Sarasota 1000 South School Ave Sarasota 34237
Suncoast Polytechnical 4650 Beneva Road Sarasota 34233
Venice 1 Indian Avenue Venice 34285

Special Schools

Oak Park 7285 Proctor Rd Sarasota 34241
Sarasota County Technical Institute 4748 Beneva Road Sarasota 34233
Pine View School 1 Python Path Osprey 34229