

**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: Sarasota County Public Schools  
Chapter: \_\_\_\_\_  
24-Hour Point of Contact:  
Name and title: Lawrence Leon  
Work phone: 941-927-9000 ext 31128 Cell phone/pager: 941-915-3225  
Address for Legal Notices:  
In Care of Director of Safety and Security Lawrence J. Leon  
1960 Landings Blvd  
Sarasota, FL 34231

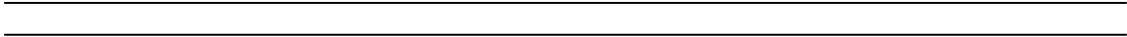
Red Cross:

Legal name: The American National Red Cross  
Chapter: Southwest Florida Chapter  
24-Hour Point of Contact:  
Name and title: Iñaki Rezola, Senior Director of Response  
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 List (Larry we would list all school facilities because due to the nature of each disaster we may be asked by EM to open any ie hurricane, brush fire, terrorism etc)



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

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## **Attachment 1 - List of Schools**

### **Elementary Schools**

Alta Vista  
Atwater  
Brentwood  
Emma E. Booker  
Fruitville  
Glenallen  
Gulf Gate  
Lamarque  
Phillippi Shores  
Tatum Ridge  
Toledo Blade  
Venice

Ashton  
Bay Haven School  
Cranberry  
Englewood  
Garden  
Gocio  
Lakeview  
Laurel Nokomis  
Southside  
Taylor Ranch  
Tuttle  
Wilkinson

### **Middle Schools**

Booker  
Heron Creek  
McIntosh  
Venice

Brookside  
Laurel Nokomis  
Sarasota  
Woodland

### **High Schools**

Booker  
Riverview  
Suncoast Polytechnical  
Pine View

North Port  
Sarasota  
Venice  
Phoenix Academy

### **Special Schools**

Oak Park  
Pine View School

Phoenix Academy  
Sarasota County Technical Institute