



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:

Name of Facility/ Governing Agency	Community Center, City of Pacific
Address	100 3rd Ave SE
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Jim Schunke Public Works Project Coordinator, Deputy Emergency Manager 253-929-1116 253-261-5044
Address for Official Notices (only if different from above address)	Community

Red Cross:

Chapter Name	American Red Cross Serving King County
Chapter Address	1900 25 th Avenue S, Seattle, WA 98144
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Jamie Hill, Disaster Program Manager 206-485-6382
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031



Facility Use Agreement

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. 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 Name

Address

Community Center 305 Milwaukee Blvd S Pacific WA 98047

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)	<i>LG</i>	<i>JH</i> JH
Storage of supplies	<i>LG</i>	<i>JH</i> JH
Parking of vehicles	<i>LG</i>	<i>JH</i> JH
Disaster Shelter	<i>LG</i>	<i>JH</i> JH

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 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 9(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	<i>[Signature]</i>	<i>[Signature]</i>
Gas	<i>[Signature]</i>	<i>[Signature]</i>
Electricity	<i>[Signature]</i>	<i>[Signature]</i>
Waste Disposal	<i>[Signature]</i>	<i>[Signature]</i>

- 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 Pacific

Name of Facility/Governing Agency (Legal Name)

Leanne Guier

Leanne Guier (Apr 30, 2021 14:43 PDT)

By (Signature)

Leanne Guier

Name (Printed)

Mayor

Title

Apr 30, 2021

Date

The American National Red Cross

(Legal Name)

Jamie Hill

Jamie Hill (May 3, 2021 08:17 PDT)

By (Signature)

Jamie Hill

Name (Printed)

Disaster Program Manager

Title

May 3, 2021

Date

DIGITAL Signature. Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.












Red Cross Facility Use Agreement

Final Audit Report

2021-05-03

Created:	2021-04-13
By:	American Red Cross (KingLog@redcross.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQqZKvA5ZkDPdmJ-0OrZ-OLg9PXUqPAwk

"Red Cross Facility Use Agreement" History

-  Document created by American Red Cross (KingLog@redcross.org)
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-  Document emailed to lcassell@ci.pacific.wa.us for signature
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-  Email viewed by lcassell@ci.pacific.wa.us
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-  Document signing delegated to Leanne Guier (lguier@ci.pacific.wa.us) by lcassell@ci.pacific.wa.us
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-  Document e-signed by Leanne Guier (lguier@ci.pacific.wa.us)
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-  Document emailed to dick.padrack@redcross.org for signature
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2021-05-01 - 6:04:14 AM GMT- IP address: 104.47.58.126
-  Document signing delegated to Jamie Hill (jamie.hill@redcross.org) by dick.padrack@redcross.org
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 Agreement completed.

2021-05-03 - 3:17:27 PM GMT

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2021-747

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT WITH THE RED CROSS FOR USE OF
CITY FACILITIES AS AN EMERGENCY SHELTER**

WHEREAS, there are emergency within in our community that requires emergency shelter; and

WHEREAS, the American Red Cross (ARC) has requested an agreement to use the City Community Center for shelter, if the need should arise; and

WHEREAS, The ARC volunteers for monitoring the facilities during use. The City has the right of refusal;

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PACIFIC, WASHINGTON**

Section 1. The Pacific City Council hereby authorizes the Mayor to execute the American Red Cross Agreement, attached as Exhibit A to this resolution.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
26th DAY OF APRIL, 2021.**

CITY OF PACIFIC


LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:


LAURIE CASSELL, CITY CLERK

APPROVED AS TO FORM:


CHARLOTTE ARCHER, CITY ATTORNEY