



TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXEC. DIRECTOR – BUSINESS
AND OPERATIONS
SUBJECT : RED CROSS FACILITY USE AGREEMENT
DATE : DECEMBER 18, 2012
TYPE : ACTION NEEDED

Please find attached copy of the facility use agreement with the American Red Cross. The terms and conditions have been revised through numerous meetings with Red Cross and the district's attorney has also reviewed the language proposals. The facilities to be used for emergency shelters would likely be either Twin City Elementary or Cedarhome Elementary. Stanwood High and Port Susan are already committed to Josephine and Merrill Gardens, respectively. The Red Cross may also wish to utilize one or both of the Camano Island elementary schools. Before making a final decision on which buildings will be available under this agreement, the Red Cross and District will jointly complete a facility checklist to insure the schools selected to be used as shelters meet the needs of both parties.

Recommendation:

We recommend the board *move to approve American Red Cross Shelter Agreement attached.*

**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: Stanwood Camano School District
Chapter: _____
24-Hour Point of Contact:
 Name and title: _____
 Work phone: _____ Cell phone/pager: _____
Address for Legal Notices:
 26920 Pioneer Highway
 Stanwood, WA 98292-9548

Red Cross:

Legal name: The American National Red Cross
Chapter: Snohomish County Chapter 47128
24-Hour Point of Contact:
 Name and title: Hunter MacKay Facilities Lead
 Work phone: 425/252-4103 Cell phone/pager: 425/387-7965
Address for Legal Notices:
 2530 Lombard Ave
 Everett, WA 98201

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

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. The Red Cross will notify all occupants of and enforce district policy and state law which requires school facilities be drug, alcohol, and tobacco free. This includes the entire school facility, site, and parking lots.
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. The Facility Custodian and the Shelter Manager will jointly conduct a pre-occupancy inventory of the custodial cleaning supplies and consumable items (toilet paper, paper towels, etc.) in the Facility before it is turned over to the Red Cross.
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 in cooperation with the owners 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 rates, (straight-time or overtime) actually incurred by district staff, including any additional mandatory payroll taxes due to these additional hours, but will not reimburse for costs of salaried staff.

- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below (including consumable items such as paper towels, toilet paper, and custodial cleaning products), 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 each cost category below to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____
Food Supplies	_____	_____
Custodial Supplies	_____	_____


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. Evidence of such insurance is available on the American Red Cross website and documented on a Memorandum of Insurance (MOI).

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owners, its officers, officials, employees and volunteers 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. Should the District require that the facility is needed for school operations, the District may not allow the Red Cross to occupy the school as a shelter. IF the District determines that it wishes to resume or continue school operations then the Red Cross will be given 24 hours notice to vacate the building.

13. The Red Cross shall prohibit any employee/volunteer of the Red Cross from working at/on the District's property if the employee/volunteer has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of child under RCW 9.68A, sexual offences under RCW 9A.44 where minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction per RCW 28A.400.300. This District reserves the right to terminate this agreement without notice as required by the provision of RCW 28A.400.330.

Owner (legal name)	THE AMERICAN NATIONAL RED CROSS (legal name) Hunter R. MacKay
By (signature)	By (signature) 
Name (printed)	Name (printed) Hunter MacKay
Title	Title FACILITIES LEAD
Date	Date: December 5, 2012

**Instructions for use of
Shelter Agreement template**

1. A Shelter Agreement should be completed and signed by the facility owner and an American Red Cross authorized representative to document an agreement with a facility owner regarding the use the facility as a shelter during a disaster. Before entering into a Shelter Agreement, the Red Cross should conduct a Shelter Facility Survey (ARC 6564) and determine whether or not the facility meets the standards of the Red Cross for a shelter.
2. In hurricane prone areas, shelters to be used during hurricane events must also meet the criteria outlined in Standards for Selecting Hurricane Evacuation Shelters (ARC 4496).
3. Occasionally, it may be necessary to modify the Shelter Agreement template to address a facility owner's needs or specific sheltering situations. For example, some facility owners will not be involved in food or custodial service. For these facilities, you may delete either paragraph 4 (food), paragraph 5 (custodial), or both, as appropriate. To delete either of these paragraphs, you may (a) delete electronically and renumber the remaining paragraphs, or (b) cross out the paragraph on a printed version and have the authorized representative of each party place his or her initials next to the deletion.

All other modifications to the template must be approved by the Office of General Counsel.

4. If a facility owner seeks confirmation of Red Cross insurance coverage, you may direct the owner to the Downloadable Memorandum of Insurance, where they can review the web-based *American Red Cross Memorandum of Insurance*.
(<http://www.marsh.com/MarshPortal/PortalMain?PID=AppMoiFAQ-erms&CLIENT=900055178>)
5. Upon opening a shelter, the Red Cross Shelter Manager and the Facility Coordinator acting for the owner should use the *Facility/Shelter Opening Checklist* (the front page of the Facility/Shelter Opening/Closing Form) to record any existing damage and other facility conditions. The *Shelter/Facility Opening Checklist* should also be used to identify any restrictions regarding the use of the facility by the Red Cross, such as restrictions related to parking, off-limits areas, etc.
6. The *Facility Agreement* identified as Form 6621 is no longer an approved Red Cross template for shelters.
7. If you have any questions regarding the *Shelter Agreement*, please contact your Service Area Director of Preparedness and Response, who will contact the Mass Care unit at national headquarters or the Office of General Counsel as appropriate.

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 05-Dec-2012	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900055178. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE			
INSURED American National Red Cross 17th & D Streets NW Washington District of Columbia 20006 United States			Co. A Old Republic Insurance Company			
			Co. B Factory Mutual Insurance Company			
			Co. C			
			Co. D			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Claims made	MWZZ50660	01-JUL-2012	01-JUL-2013	GENERAL AGGREGATE	USD 5,000,000
					PRODUCTS - COMP/OP AGG	Included
					PERSONAL AND ADV INJURY	USD 5,000,000
					EACH OCCURRENCE	USD 5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	See Additional Information
					MED EXP (ANY ONE PERSON)	USD 10,000
A	AUTOMOBILE LIABILITY Any Auto	MWTB21633	01-JUL-2012	01-JUL-2013	COMBINED SINGLE LIMIT	USD 5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	

A	WORKERS	MWC11783000	01-JUL-2012	01-JUL-2013	OTHER THAN AUTO ONLY:	
	COMPENSATION /	MWXS982	01-JUL-2012	01-JUL-2013	EACH ACCIDENT	
	EMPLOYERS	MWFEX157	01-JUL-2012	01-JUL-2013	AGGREGATE	
	LIABILITY				WORKERS COMP LIMITS	Statutory
	THE				EL EACH ACCIDENT	USD 1,000,000
	PROPRIETOR /				EL DISEASE - POLICY	USD 1,000,000
	PARTNERS /				LIMIT	
EXECUTIVE				EL DISEASE - EACH	USD 1,000,000	
OFFICERS ARE				EMPLOYEE		
Included						
A	Auto Physical Damage	MWTB21633	01-JUL-2012	01-JUL-2013	Actual Cash Value Basis	Comp. Ded. USD 1,000 Coll. Ded. USD 1,000
B	Property	LQ078	01-JUL-2012	01-JUL-2013	All risks of physical loss or damage, subject to policy exclusions. Deductibles are as scheduled on the policy.	USD 150,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE		DATE 05-Dec-2012
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PRODUCER Marsh USA Inc. ("Marsh")	INSURED American National Red Cross 17th & D Streets NW Washington District of Columbia 20006 United States	
ADDITIONAL INFORMATION Workers Compensation Policy #MWC11783000 - Includes Employers Liability for monopolistic states of North Dakota, Washington, Wyoming, Puerto Rico, and U.S. Virgin Islands. Specific Excess Workers Compensation Policy #MWXS982 - American National Red Cross is self-insured for Workers Compensation in the following states: Alabama, California, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia. The Excess Liability limits are subject to state approved Self-Insured Retentions.		

Specific Excess Workers Compensation Policy #MWFEX157 -

American National Red Cross is self-insured for Workers Compensation in the following state: Florida. The Excess Liability limit is subject to a state approved Self-Insured Retention.

As respects to Commercial General Liability Policy #MWZZ50660:
\$100,000 SIR applies to the Commercial General Liability Policy

Damage To Premises Rented To You Limit - USD 5,000,000 Any One Premises

Additional Insured - Designated Person or Organization

Who is an Insured (Section II) is amended to include as an insured all persons or organizations where required by contract or agreement, but only with respect to liability arising out of your operations or premises owned by or rented to you.

As respects to Commercial Automobile Policy #MWTB21633:

Additional Insured - Where Required Under Contract or Agreement (U917 8/89) -

It is agreed that this insurance is extended to include the interest of others for whom the Named Insured has agreed under contract to provide auto liability insurance. However, the insurance so provided shall not exceed the scope of coverage and/or limits of the policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

Lessor - Additional Insured and Loss Payee (CA 2001 10/01) -

A. Coverage

1. Any "leased auto" on file with the carrier will be considered a covered "auto" you own and not a "covered" auto you hire or borrow. For a covered "auto" that is a "leased auto", Who Is An Insured is changed to include as an "insured" the lessor as per on file with the carrier.
2. The coverages provided under this endorsement apply to any "leased auto" on file with the carrier until the expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor on file with the carrier for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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