

**The American National 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:  Matt Ross Community Center

**Parties and Facility**

Owner:

Legal name:  City of Overland Park   
Chapter:  Matt Ross Community Center   
24-Hour Point of Contact:  Administrator, Homeland Security & Emergency Management   
Name and title:  Tim Lynch   
Work phone:  913-895-8304  Cell phone/pager:  816-225-0226   
Address for Legal Notices:  
 City of Overland Park, Law Department, 8500 Santa Fe, Overland Park, KS 66212   
\_\_\_\_\_  
\_\_\_\_\_

Red Cross:

Legal name:  The American National Red Cross   
Chapter:  Greater Kansas City   
24-Hour Point of Contact:  
Name and title:  Sara Loar-Mass Care Manager   
Work phone:  816-841-5241  Cell phone/pager:  816-507-6278   
Address for Legal Notices:  
 211 West Armour Blvd.   
 Kansas City, MO 64111   
\_\_\_\_\_  
\_\_\_\_\_

*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).

Matt Ross Community Center   
 8101 Marty   
 Overland Park, KS 66204   
\_\_\_\_\_

## Terms and Conditions

1. Use of Facility: Upon request of the Red Cross, if the Owner determines that use of the Facility by the Red Cross on a temporary basis as an emergency public shelter is necessary, appropriate and in the best interests of the Owner and its residents, the Owner will grant the Red Cross permission to use the Facility for the purposes and in the manner specified in this agreement, subject to any qualifications or limitations on said use, if any, made an explicit part of said grant of permission.
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. Matt Ross Community Center is not licensed to prepare food (no grease trap).
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 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 may issue press releases, working in conjunction with the shelter manager to ensure accuracy of information and proper coordination. The owner will handle media inquires it receives regarding city facilities, and work in conjunction with the shelter manager to ensure appropriate media contact and distribution of information.
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.

ATTEST:

City of Overland Park, Kansas

\_\_\_\_\_  
Marian Cook  
City Clerk

\_\_\_\_\_  
Carl Gerlach  
Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Bart Budetti  
Senior Assistant City Attorney

The American National Red Cross

\_\_\_\_\_  
Kenneth Cope  
Director, Emergency Services  
Greater Kansas City Chapter

\_\_\_\_\_  
Date

ACKNOWLEDGEMENT

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF JOHNSON        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Kenneth Cope, Emergency Services Director, Greater Kansas City Chapter of The American National Red Cross.

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_