

**American Red Cross – Dallas Area Chapter**  
**AGREEMENT**  
**TO PERMIT THE USE OF A FACILITY AS A RED CROSS EMERGENCY SHELTER**

Effective Date: Upon execution (date of last signature).

Expiration Date: None. Owner or Red Cross may terminate the agreement upon 30 days' notice.

Owner: Denton Independent School District

Owner's 24 Hour Point of Contact (name and cell phone number)

Primary: Karla Rainey – 903-466-6474

Alternate: Sherry Foster – 940-367-6495

Owner's Address for Legal Notices:

Red Cross: The American National Red Cross, a not-for profit corporation under the laws of the United States.

Red Cross 24 Hour Point of Contact (name and cell phone number)

Primary: Martin A. Nerren – 469-628-4166

Alternate: Missy Bueltel – 469-628-4170

Red Cross Address for Legal Notices: The American Red Cross - Dallas Area Chapter, 4800 Harry Hines Blvd., Dallas, TX 75235; Attention: Martin Nerren; with a copy to The American National Red Cross, Office of the General Counsel, 2025 E Street, N.W., Washington, D.C. 20006 and with a copy to The American National Red Cross, Disaster Operations, 2025 E Street, N.W., Washington, D.C. 20006;

Red Cross Address for Invoices: American Red Cross – Dallas Area Chapter, 4800 Harry Hines Blvd., Dallas, TX 75235; Attention: Disaster Relief Operations Director; with a copy to: Facilities Associate, Field Logistics, The American National Red Cross, Disaster Response 2025 E Street, Washington, D.C. 20006.

Name and Address of Shelter:

McMath Middle School  
1900 Jason Dr.  
Denton, TX, 76205

**OWNER:**  
Denton ISD

**RED CROSS:**  
The American Red Cross – Dallas Area Chapter

Name: Charles Stafford  
Title: School Board President  
Denton ISD

Name: Martin A. Nerren  
Title: Director, Emergency Planning and Branch  
Operations  
Dallas Area Chapter

Signature:

Signature:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **TERMS AND CONDITIONS**

This Agreement is made for the temporary use of a facility designated by Owner for use as a public shelter during a declared or undeclared natural disaster or other condition or event requiring the activation of the disaster relief functions of The American National Red Cross (referred to as an "Emergency"). The parties desire to reach an understanding that will result in providing the facility owned by the Owner to the Red Cross to operate an emergency shelter for the benefit of Owner's community.

### **1. Owner's Responsibilities.**

(a) Owner has identified the facility, and Red Cross has determined that the facility may be suitable for use as a public shelter, or staging area, or for other purposes in connection with disaster relief operations. (The facility is referred to as the "Shelter"). Upon request by the Red Cross (which may be made orally or in writing) Owner will make the facility available, to the extent of its ability to Red Cross for use as a Shelter.

(b) Owner will appoint a person to coordinate the Owner's activities (This individual is referred to as the Owner's "Facility Coordinator"). The Facility Coordinator will coordinate the use of the Shelter with the Red Cross's designated official. (The Red Cross official is referred to as the "Shelter Manager"). The Facility Coordinator and the Shelter Manager will collaborate to resolve questions regarding Shelter operations. The Facility Coordinator and the Shelter Manager will jointly conduct a pre-inspection survey of the Shelter before it is turned over to the Red Cross. The Shelter will be inspected by Red Cross upon completion (or in some cases prior to completion) of this Shelter Agreement. The Shelter inspection is required to produce a completed Shelter Survey Form 6564, attached as Exhibit A. The Shelter Survey will capture and record all facility square footage, available rooms, restrooms, kitchen, bathing and other facilities within the Shelter. Upon Shelter operations closing, the Red Cross will jointly complete the ARC Form 6556 Release of Facility to Owner. The Release of Facility will require a thorough inspection of the facility by both Red Cross and Facility Coordinator, record of any damages or deficiencies and signatures releasing the Shelter. Prior to Shelter opening, the Facility Coordinator will secure all equipment that is not supposed to be used by the Red Cross in the operation of the Shelter.

(c) The Facility Coordinator will, on request and if feasible, designate a "Foodservice Manager" to establish a feeding schedule and determine foodservice inventory and supply needs. The Facility Coordinator also will, on request and if feasible, designate a Facility Custodian, to establish and direct the sanitation inventory and supply needs. The Shelter Manager and the Facility Coordinator will jointly coordinate a work schedule for any personnel who are not Red Cross employees, volunteers, or contractors. If it is not feasible for one or both of a Foodservice Manager or a Facility Custodian to be designated by the Facility Coordinator, the Facility Coordinator will inform the Shelter Manager, who may obtain such services by contract.

(d) At the direction of and in cooperation with the Shelter Manager, the Foodservice Manager will provide the food and supplies needed for meals at the Shelter site. If, in the opinion of the Shelter Manager, additional food or supplies are needed, the Shelter Manager will coordinate the procurement of the additional food or supplies. Red Cross will pay or reimburse Owner for all food and supplies as approved by the Shelter Manager and used in the course of operating the Shelter.

(e) The Facility Custodian will provide sanitation services and supplies for custodial care at the Shelter as directed by the Shelter Manager. The Facility Coordinator or Facility Custodian will order and provide all additional sanitation and custodial supplies and services as shall be determined by the Shelter Manager. Red Cross will pay or reimburse Owner for all sanitation supplies as approved by the Shelter Manager and used in the course of operating the Shelter.

(f) Red Cross is not responsible for police or public safety at the Shelter. Any private security services that are to be the responsibility of Red Cross must be arranged under a separate agreement. Shelter population shall be exclusively the role of Red Cross. Owner shall not distribute or reveal any information concerning occupants of a Shelter without the express written consent of the Shelter Manager. No press releases or other information shall be disseminated without the express written consent of the Shelter Manager. Owner will refer all media questions related to the Shelter to the Shelter Manager.

(g) Within thirty (30) days after the close of a Shelter, the Facilities Coordinator shall submit to the Red Cross all invoices to the address above. Invoice backup must include a list of the Shelter operations personnel and hours worked at the Shelter, and details on any materials or goods used or consumed.

## **2. Red Cross's Obligations.**

(a) The Red Cross Shelter Manager has primary responsibility for the operation of the Shelter. Red Cross will provide additional Red Cross staff and volunteers to carry out the activities of the Shelter. Red Cross will post signs identifying the Shelter. Red Cross will remove all Red Cross signs when the Shelter is closed. Red Cross and all of its agents, and employees, and volunteers will exercise reasonable care in the operation of any Shelter.

(b) Storm damage or other damage caused by the Emergency is not the responsibility of Red Cross. Red Cross reimburses personnel costs at actual current per hour straight time rate for instruction, custodial, maintenance, and food service. Red Cross will reimburse Owner for the reasonable actual out-of-pocket costs and expenses for operational expenses, including the replacement of food, supplies, equipment. Property damaged, lost or stolen due to the negligence of Red Cross will be compensated based on depreciated actual cash value. Reimbursement for any extraordinary or capital expenses (including without limitation painting, carpeting, wiring, and structural work) will be limited to replacement at actual cash value of the property. In such cases, Red Cross will select from among bids from at least three reputable contractors.

(c) Red Cross will notify the Owner or Facilities Coordinator of the closing schedule for the Shelter. After the Shelter has been closed, the Facility Coordinator and the Shelter Manager will conduct a post-disaster facilities survey to ensure that the Shelter is returned to the Owner in the same condition as it was when it was opened, ordinary wear and tear excepted. The form to be used for this post-operation survey is Form 6556 (Release of Facility) attached as Exhibit B.

### **Exhibits A and B**

Exhibit A: See attached: ARC Form 6564 – Shelter Survey

Exhibit B: See Attached: ARC Form 6556 - -Release of Shelter