

**TOWN OF FAIRFAX  
STAFF REPORT**

**To: Mayor, Members of the Town Council**  
**From: Michael Rock, Town Manager**   
**Date: January 12, 2011**  
**Subject: American Red Cross Shelter Agreement**

**RECOMMENDATION**

Authorize the Town Manager to sign an Agreement with the American Red Cross for the use of the Pavilion as a shelter.

**DISCUSSION**

On May 14, 1986 the Town signed an Agreement with the American Red Cross to supply a mass shelter in Town. The Agreement was not specific about the location of the shelter and did not have other pertinent information about how the shelter would operate and what responsibilities and liabilities the Town and the American Red Cross would have. The attached Agreement is much more specific about the responsibilities of each party and clearly states the Pavilion as the shelter facility in Town.

**FISCAL IMPACT**

None.

**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.

**Parties and Facility**

Owner:

Legal name: Town of Fairfax  
Chapter: \_\_\_\_\_  
24-Hour Point of Contact:  
Name and title: Chris Morin, Chief of Police  
Work phone: (415) 453-5330 Cell phone/pager: \_\_\_\_\_  
Address for Legal Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Red Cross:

Legal name: The American National Red Cross  
Chapter: American Red Cross Bay Area Chapter  
24-Hour Point of Contact:  
Name and title: Tessa Shvedoff, Disaster Manager  
Work phone: 415-721-2379 Cell phone/pager: 415-694-9039  
Address for Legal Notices:  
712 5<sup>th</sup> Avenue, San Rafael, CA 94901; ARC Dispatch number: 866-272-2237  
\_\_\_\_\_  
\_\_\_\_\_

*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).  
Pavilion  
142 Bolinas Rd  
Fairfax, CA 94930  
\_\_\_\_\_  
\_\_\_\_\_

## **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 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.
- 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.

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

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**TOWN ADMINISTRATOR**  
Charles R. Cate

# TOWN OF FAIRFAX

142 BOLINAS ROAD, FAIRFAX, CALIFORNIA 94930 (415) 453-1584

MAY 22 1986

**MAYOR**  
Carol Sherman

**COUNCIL**  
Wendy Baker  
Gloria Duncan  
Frank J. Egger  
Ken Ippi

May 20, 1986

Daniel Jud  
American Red Cross  
Marin County Chapter  
712 Fifth Avenue  
San Rafael, California 94901

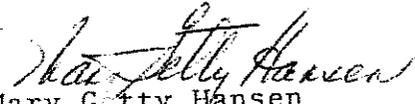
Dear Mr. Jud:

At its meeting of May 12, 1986 the Town Council of the Town of Fairfax approved an agreement concerning the use of the Town's facilities as mass care shelters by the American Red Cross.

As a matter of information, the Town of Fairfax has three public buildings, identified as the Fairfax Women's Club, the Fairfax Community Center and the Fairfax Pavilion. In your letter to the Council you did not identify which building you were interested in using, although you did make the comment that your volunteers had identified our facility some time ago as a valuable potential shelter to serve the community. As the Fairfax Pavilion is the largest building (the size of a basketball facility) apparently this is the one you have identified.

Enclosed herein please find an executed copy of the agreement submitted to us. Should you have any questions, please do not hesitate to call.

Cordially,

  
Mary Gatty Hansen  
Town Clerk

mgh/s  
enclosure (agreement)

DEC 03 2010

FAIRFAX TOWN

RECEIVED

STATEMENT OF AGREEMENT

CONCERNING THE USE OF FACILITIES AS MASS CARE SHELTERS  
BY THE AMERICAN RED CROSS

NOT A SHELTER  
see letter from  
re: Fairfax facilities

This agreement is made and entered into between the Town of Fairfax of Marin County, State of California, and the Marin County Chapter of the American Red Cross, hereinafter referred to as "Red Cross".

RECITALS

Pursuant to the terms of Federal statutes, the Red Cross provides emergency services on behalf of individuals and family victims of disaster. The Town Administrator is authorized to permit Red Cross to use facilities buildings, grounds, and equipment for mass care shelters required in the conduct of Red Cross Disaster Relief activities and wishes to cooperate with the Red Cross for such purposes.

The parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities available to the Red Cross for the aforesaid use.

Now therefore, it is mutually agreed between the parties as follows:

1. the Town of Fairfax agrees that, after meeting its responsibilities to its clients, it will permit, to the extent of its ability, and upon request by Red Cross, the use of its physical facilities by Red Cross as mass shelters for the victims of disasters.
2. Red Cross agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the above-named facility for any food or supplies that may be used by Red Cross in the conduct of its relief activities in said mass care shelters.
3. Notwithstanding any other agreements, the Marin County Chapter of the American Red Cross agrees to defend, hold harmless and indemnify the Town of Fairfax against any legal liability in respect to bodily injury, death and property damage, arising from the negligence of the said chapter during its use of the property belonging to the Town of Fairfax.

In witness thereof, the Governing Board of the Town of Fairfax has caused this agreement to be executed by the President of the Governing Board, and the Red Cross has caused this agreement to be executed by the Marin County Chapter, said agreement to become effective and operative upon the fixing of the last signature hereto.

Signature to the Agreement:

[Signature]  
Chairman, Red Cross Chapter

[Signature]  
President, Governing Board

the Town of Fairfax  
Facility

5-2-86  
Date

5/14/86  
Date

Maria Baird - Cam Resume Card  
452-5652