

## **Red Cross Terms and Conditions**

1. Use of Facility: Upon request and if feasible, the Owner, at the Owner's discretion, may permit the Red Cross to use the Facilities at Grossmont College 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, available on The Exchange 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 may make the food service resources of the Facility, including food, supplies, equipment available to feed the shelter occupants. The Shelter Manager will designate a Food Service Manager of the Red Cross to coordinate the provision for meals at the direction of and in cooperation with the Shelter Manager. The Red Cross will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Owner and Shelter Manger 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 may make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Red Cross will designate a Red Cross 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. The Shelter Manager will provide daily status updates to the Owner.
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 Manger. 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 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 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. *Actual 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 for wages actually incurred.

c. *Actual 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	_____	<u>Pro-rated</u>
Gas	_____	<u>Pro-rated</u>
Electricity	_____	<u>Pro-rated</u>
Waste Disposal	_____	<u>Pro-rated</u>

The Owner will submit any request for reimbursement to the Red Cross within 120 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. The Red Cross shall provide Certificates of insurance, and shall name the Owner as an Additional Insured by way of a separate endorsement.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including actual 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. In addition, the Red Cross agrees to waive all rights of subrogation against the Owner, for losses paid under the terms and conditions of this agreement.

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.