

RESOLUTION #17-0403-12

Approve YMCA Facility Use Agreement with the American Red Cross

WHEREAS, the American Red Cross has identified the YMCA facility located at 7798 N. Liberty Road as a location from which they would be able to provide disaster services such as shelter, medical operations, supply storage, etc., and

WHEREAS, Liberty Township is the owner of the property and the facility utilized by the YMCA at this location and therefore must give approval for the Red Cross to use this as a disaster services center, and

WHEREAS, Township staff and the YMCA agree this is in the best interest of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO to authorize and sign the attached Facility Use Agreement with the American Red Cross allowing them to use the property at 7798 N. Liberty Road as a disaster services center as detailed in the Agreement.

Motion made by Leneghan and seconded by Mitchell.

Vote: yes Mrs. Eichhorn yes Mrs. Leneghan yes Dr. Mitchell

This Resolution shall be in force and become effective immediately upon its execution.

4-3-2017
Date

Melanie Leneghan
Melanie Leneghan, Trustee

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Dr. Thomas Mitchell
Dr. Thomas Mitchell, Trustee
Shyra Eichhorn
Shyra Eichhorn, Trustee



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster.

Parties and Facility

Owner:

Legal name:

Board of Trustees Liberty Township

Address:

7798 Liberty Road

Powell OH 43065

24-hour Point of Contact:

Name and title:

Work phone:

Cell
phone/pager:

Address for Legal Notices (only if different from address above):

Liberty Township

10104 Brewster Lane Suite 125

Powell OH 43065



Red Cross:

Legal name: The American National Red Cross

Chapter
Name:

Chapter
address:

24-Hour Point of Contact:

Name and title:

Work phone:

Cell
phone/pager:

Address for Legal Notices:

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. In addition, if only a portion of the building is part of this agreement, then include a description of that portion of the building.)



Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for any of the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. **Food Services** (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources 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 Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. **Custodial Services** (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of these services at the direction of and in cooperation with the Red Cross Manager.

6. **Security/Safety:** In coordination with the Facility Coordinator; the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.



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7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross's activities at the Facility are concluded. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the expressed, written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form* to record any damage or conditions.

9. Fee (*This paragraph is not applicable when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial the applicable statement below:

- a. Owner will not charge a fee for the use of the Facility in recognition of the services the Red Cross provides to the community. Owner initials: _____ Red Cross initials: _____
- b. The Red Cross will pay \$_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. 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 consultation with the Owner, 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. (*Only when Facility is used as a shelter or Service Center*) 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. 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 costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____



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The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement 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.

11. 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.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. 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.

Liberty Township, Delaware County
Owner (legal name) Board of Trustees

THE AMERICAN NATIONAL RED CROSS

(legal name)

Melanie Leneghan
By (signature)

By (signature)

Melanie Leneghan
Name (printed)

Name (printed)

Chair, Board of Trustees
Title

Title

April 3, 2017
Date

Date