



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. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Linn-Mar Community School District
Address	2999 North 10th St., Mason, IA 52302
24-Hour Point of Contact Name and Title Work Phone Cell Phone	J.T. Anderson CFO/Board Secretary (319) 447-3008 (319) 440-9373
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	American Red Cross of Eastern Iowa
Chapter Address	317 7th Ave SE Ste. 205 Cedar Rapids, IA 52401
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Cliff Haynes, Disaster Program Manager 435-830-2567
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

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. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

See attached facility list



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 the following purposes (both parties must initial all that apply):

Table with 3 columns: Facility Purpose, Owner Initials, Red Cross Initials. Rows include Service Center, Storage of supplies, Parking of vehicles, and Disaster Shelter.

- 2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager").
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.
4. Food Services (This paragraph applies 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.
5. Custodial Services (This paragraph applies only when the Facility is used as a shelter or service center.): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility.
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.
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.



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- 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 does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
- b. The Red Cross will pay \$ *Per School Board Policy* per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: LM Red Cross initials: _____

- 10. Reimbursement: Subject to the conditions in paragraph 10(e) below, 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 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 and supplies* 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 that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water	LM	
Gas	LM	
Electricity	LM	
Waste Disposal	LM	

- d. 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.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

- 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.



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- 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.

Linn-Mar Community School District
 Owner (Legal Name)

The American National Red Cross

 (Legal Name)

 By (Signature)

 By (Signature)

 Name (Printed)

 Name (Printed)

 Title

 Title

 Date

 Date

LINN-MAR COMMUNITY SCHOOL DISTRICT

SCHOOL/FACILITY LOCATIONS

1. Bowman Woods Elementary
151 Boyson Road NE
Cedar Rapids, IA 52402

2. Echo Hill Elementary
400 Echo Hill Road
Marion, IA 52302

3. Indian Creek Elementary
2900 Indian Creek Road
Marion, IA 52302

4. Linn Grove Elementary
2301 50th Street
Marion, IA 52302

5. Novak Elementary
401 29th Avenue
Marion, IA 52302

6. Westfield Elementary
901 East Main Street
Robins, IA 52328

7. Wilkins Elementary
2127 27th Street
Marion, IA 52302

8. Boulder Peak Intermediate
3920 35th Avenue
Marion, IA 52302

9. Hazel Point Intermediate
453 Echo Hill Road
Marion, IA 52302

10. Excelsior Middle School
3555 North 10th Street
Marion, IA 52302

11. Oak Ridge Middle School
4901 Alburnett Road
Marion, IA 52302

12. Linn-Mar High School
3111 North 10th Street
Marion, IA 52302

13. Learning Resource Center
2999 North 10th Street
Marion, IA 52302

14. Transportation/O&M Building
490 62nd Street
Marion, IA 52302

***Specific spaces used for Red Cross purposes will be determined by applicable building administrator**