



# 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	Lexington Fayette Unban County Government
Address	195 Life Lane, Lexington, KY 40502
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Kristy Stambaugh, Director, Aging and Disability Services 859-278-6072
Address for Official Notices (only if different from above address)	

### Red Cross:

Chapter Name	The American Red Cross, Bluegrass Chapter, Kentucky Region
Chapter Address	1450 Newtown Pike, Lexington, KY 40511
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Steve Powell, Disaster Program Manager 859-253-1331 (O) 859-227-7458 (C)
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.
Lexington Senior Center 195 Life Lane Lexington, KY 40502

## Terms and Conditions

- 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):

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

- 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.
- 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.
- Food Services** 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 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.
- Custodial Services:** 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. The Facility Coordinator will designate a Facility Custodian to coordinate the these services at the direction of and in cooperation with the Red Cross Manager.
- 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.
- 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 concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the 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. **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 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):

Utility Reimbursement	Owner Initials	Red Cross Initials
Water	PLO	SDP
Gas	PLO	SDP
Electricity	PLO	SDP
Waste Disposal	PLO	SDP

- 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.

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 claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.



# Facility Use 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.

Lexington Fayette Urban County

Owner (Legal Name)

Government  
*Jim Gray*

By (Signature)

Jim Gray

Name (Printed)

Mayor

Title

Date

July 3, 2018

The American National Red Cross

(Legal Name)

*Steve Powell*

By (Signature)

Steve Powell

Name (Printed)

Disaster Program Manager

Title

Date

3-20-18

6-21 First

MAYOR JIM GRAY



LEXINGTON

PATRICIA L. DUGGER, RS MPA  
DIRECTOR  
EMERGENCY MANAGEMENT

TO: Mayor Jim Gray and Urban County Council *PLD*  
FROM: Patricia L. Dugger, RS, MPA, Director DEM  
CC: Kenneth Armstrong, Commissioner of Public Safety  
DATE: May 24, 2018  
SUBJECT: Resolution for a Memorandum of Understanding between American Red Cross and the Lexington Fayette Urban County Government for use of the Senior Center

**Request**

Authorization to: The Division of Emergency Management is requesting the Lexington Fayette Urban County Council to authorize the Mayor to sign a resolution for a Memorandum of Understanding between the American Red Cross and the Lexington Fayette Urban County Government for use of the Senior Center.

**Why are you requesting?**

To enter into a facility use agreement with the Lexington Fayette Urban County Government for use of the Senior Center with the American Red Cross. This agreement will permit the Red Cross to use and occupy the facility on a temporary basis to conduct emergency, disaster related activities.

**What is the cost in this budget year and future budget years?**

The cost for this FY is: N/A

The cost for future FY is: N/A

**Are the funds budgeted?**

The funds are budgeted or a budget amendment is in process:

Account number: N/A

**File Number: 0593-18**

**Director/Commissioner:** Patricia L. Dugger, Director/ Ken Armstrong, Commissioner Public safety

