**Shelter Agreement**

**Between**

**Webb County**

**and**

**American Red Cross**

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: | Webb County, Texas |
| 24-Hour Point of Contact:  |
|  | Name and title: | Laura A. Govea, Emergency Management Coordinator |
| Work phone: | 956-523-4055 | Cell phone/pager: | 956-236-3523 |
| Address for Legal Notices: |
|  | Attn: Judge Tano E. Tijerina, 1000 Houston Street, 3rd Floor, Laredo, Texas 78040 |  |
| Attn: County Attorney Marco Montemayor, 1110 Washington St., Suite 301, Laredo, TX 78040 |
| Attn: Laura A. Govea- EMC, 1620 Santa Ursula, 2nd Floor, Laredo, Texas 78040 |

Red Cross:

|  |  |
| --- | --- |
| Legal name: | The American Red Cross |
| Chapter: | San Antonio Chapter (Laredo Office) |
| 24-Hour Point of Contact:  |
|  | Name and title: | Isis Sutton – Disaster Program Manager |
| Work phone: | 956-286-8776 | Cell phone/pager: | 956-267-3883 |
| Address for Legal Notices: |
|  | 1102 Santa Maria Ave |  |
| Laredo, Texas 78040 |

C*opies 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:

See attached Facility List. Facility list may be updated by Owner by providing written notification to American Red Cross.

**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*](https://crossnet.redcross.org/forms/disaster_FacilityShelterOpenClose.pdf), available on CrossNet, 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:
	1. *Damage to the Facility or other property of Owner*, reasonable wear and tear accepted, 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.
	2. *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.
	3. *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.

1. 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.

1. 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.
2. 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.

|  |  |  |
| --- | --- | --- |
|  **WEBB COUNTY** |  | **THE AMERICAN RED CROSS** |
|  Owner (legal name) |  |  (legal name) |
|  |  |  |
|  By (signature) |  |  By (signature) |
|  **Tano E. Tijerina** |  |   |
|  Name (printed) |  |  Name (printed)  |
|  **County Judge**  |  |  |
|  Title |  |  Title |
|  |  |  |
|  Date |  |  Date |

**ATTESTED:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Margie Ramirez Ibarra**

**Webb County Clerk**

**APPROVED AS TO FORM:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Marco A. Montemayor**

**Webb County Attorney**

\*By law, the County Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advice or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**Facility List**

**Webb County Precinct 1**

|  |  |
| --- | --- |
| **Facility** | **Address** |
| Ernesto J. Salinas Community Center | 917 North Main STMirando, TX. 78369 |
| La Presa Community Center | 1983 Mangana Hein Rd. Laredo, TX. 78046 |
| Rio Bravo Community Center and Rio Bravo Activity Center | 1600 Orquidia LaneLaredo, TX. 78046 |

**Webb County Precinct 2**

|  |  |
| --- | --- |
| **Facility** | **Address** |
| Bruni Community Center | 303 12th STBruni, TX. 78344 |
| Larga Vista Community Center | 5401 CisnerosLaredo, TX. 78046 |

**Webb County Precinct 3**

|  |  |
| --- | --- |
| **Facility** | **Address** |
| Santa Teresita Community Center | 15014 US Hwy 59Laredo, TX. 78044 |

**Webb County Precinct 4**

|  |  |
| --- | --- |
| **Facility** | **Address** |
| Fred & Anita Bruni Community Center | 452 W. Peñitas Rd. Laredo, TX. 78045 |