

**Town of Wascott
Douglas County, Wisconsin**

**Resolution 2014-17
American Red Cross Evacuation Center Agreement**

WHEREAS, 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; and

WHEREAS, 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; and

THEREFORE, BE IT RESOLVED, this agreement is between the Red Cross and the Town of Wascott so the Red Cross can use the facilities of the Town of Wascott as an emergency Evacuation Center during a disaster. Terms and conditions of the Evacuation Center Agreement are attached.

ADOPTED this 8th day of July, 2014, by a majority vote of the Town of Wascott Board with a quorum present.

Greg Jensen, Chairman

Bill Stapp, Supervisor

Rick Moravec, Supervisor

Lynn Koalska, Supervisor

Attest: Jeannette Atkinson, Clerk/Treasurer

**American Red Cross
Evacuation Center Agreement**

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 Evacuation Center during a disaster.

DR#: _____ Facility: _____

Parties and Facility

Owner:

Legal name: _____
Chapter: _____
24-Hour Point of Contact:
Name and title: _____
Work phone: _____ Cell phone/pager: _____
Address for Legal Notices: _____

Red Cross:

Legal name: The American National Red Cross
Chapter: Northland Chapter
24-Hour Point of Contact:
Name and title: _____
Work phone: (28) 722-0071 Cell phone/pager: _____
Address for Legal Notices: _____

Copies 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.

Evacuation 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).

Wascott Town Hall,

16362 S Town Hall Rd, Minong, WI, 54859

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 evacuation center.
2. **Evacuation Management:** The Red Cross will have primary responsibility for the operation of the Evacuation and will designate a Red Cross official, the Evacuation Manager, to manage the evacuation activities. The Owner will designate a Facility Coordinator to coordinate with the Evacuation Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Evacuation 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/Evacuation Opening/Closing Form, 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 in the Facility. The Red Cross will exercise reasonable care while using the Facility as a Evacuation 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 Evacuation 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 Evacuation 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 Evacuation 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 evacuation center. 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 Evacuation Manager.
6. **Security:** In coordination with the Facility Coordinator; the Evacuation Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Center.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Evacuation as a Red Cross Evacuation in locations approved by the Facility Coordinator and will remove such signs when the Evacuation is closed. The Owner will not issue press releases or other publicity concerning the Evacuation without the express written consent of the Evacuation Manager. The Owner will refer all media questions about the Evacuation to the Evacuation Manager.
8. **Closing the Evacuation Center:** The Red Cross will notify the Owner or Facility Coordinator of the closing date for the evacuation center. Before the Red Cross vacates the Facility, the Evacuation Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Center/Facility Opening/Closing Form to record any damage or conditions. The Evacuation Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Evacuation 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. *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 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 Evacuation 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 center.

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

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.

Owner (legal name)	THE AMERICAN NATIONAL RED CROSS (legal name)
By (signature)	By (signature)
Name (printed)	Name (printed)
Title	Title
	+
Date	Date
