



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 between the Red Cross and a facility owner (“Owner”) so the Red Cross can use the facility to provide services during a disaster. The 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 the Owner | Baldwin County Commission through BCEMA |
| Address | 1013 N. Juniper Street, Foley, AL 36535 |
| 24-Hour Point of Contact Name, Title, Phone Number(s) | Mike Purner – Logistics Division Manager 251-972-6806 (O) 251-213-3990 (C) |
| Address for Official Notices (Only if different from above.) | 23100 McAuliffe Drive Robertsdale, AL 36535 |

Red Cross:

| | |
|---|---|
| Chapter Name | South Alabama Chapter |
| Chapter Address | 35 N Sage Ave, Mobile, AL 36607 |
| 24-Hour Point of Contact Name, Title, Phone Number(s) | Brian Phelan – Disaster Program Manager 251-644-3614 (C) |
| Address for official Notices | American Red Cross, Disaster Cycle Services Logistics 8550 Arlington Blvd. Fairfax, VA 22031 |

Facility:

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|--|
| Insert name and complete street address of building, write “see attachment 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. |
| The BRATS Parking lot at 1013 N Juniper Street, Foley, AL 36535. The parking space for a double axel large disaster response trailer to be determined by the Owner. |



Facility Use Agreement

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):

| Facility Purpose | Owner Initials | Red Cross Initials |
|---|----------------|--------------------|
| Service Center (Operations, Client Services, or Volunteer Intake) | | |
| Storage of supplies | | |
| Parking of vehicles | | <i>TS</i> |
| 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. **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.

5. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of the 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 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.

6. **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.

7. **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 statements below:



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a. Owner will not charge a fee for the use of the Facility.

Owner initials: _____ Red Cross Initials: BJP

b. The Red Cross will pay \$ _____ per select for the right to use and occupy the facility.

Owner Initials: _____ Red Cross Initials: _____

8. Reimbursement: Subject to the conditions in paragraph 8 () 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 damages 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, 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 | Owner Initials | Red Cross Initials |
|----------------|----------------|--------------------|
| Water | | <u>BJP</u> |
| Gas | | <u>BJP</u> |
| Electricity | | <u>BJP</u> |
| Waste Disposal | | <u>BJP</u> |

e. The Owner will submit any request for reimbursement to the Red Cross within sixty (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.

d. If the Disaster is a Federally declared disaster and Owner is a municipal or state government entity then the Owner will work with the 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 the Public Assistance Category B.

9. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000.00 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 \$1,000,000.00 in Employers' Liability.



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10. 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 negligent acts or omissions of the Red Cross, and its governors, officers, directors, employees, agents, or volunteers, in the performance of the Red Cross's obligations under the terms and conditions of, and during the term of, the Facility Use Agreement.

11. 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. This will be the earlier notice of either party or July 1, 2025.

12. Red Cross Property: Vehicles and all of the Red Cross's other property at the Facility shall be there at the sole risk of Licensee. The Owner shall not be liable for damage, theft, misappropriation, or loss of such property. The Red Cross shall be solely responsible for insuring such property from loss or damage.

13. Condition of Facility: Owner makes no warranty or representation that the Facility is suitable for the use described in this Facility Use Agreement. The Red Cross accepts the same "AS IS". The Owner is under no obligation to prepare the Facility for the Red Cross.

14. Remedies: If the Red Cross shall violate any covenant hereunder (after notice to cure the same within ten (10) days, The Owner shall have all remedies available to it under law, including without limitation the right to immediately terminate the Facilities Use Agreement, to use self-help, to recover the Facility, to remove any vehicles stored by the Red Cross thereon, to bar the Red Cross from entry to the Facility, and to remove any of the Red Cross's property from the Facility and dispose of the vehicles and such other property without any obligation to account to the Red Cross for the proceeds, if any.

15. Governing Law and Binding Effect: This Facility Use Agreement shall be governed by and construed under the laws of Alabama. The proper venue for any litigation regarding the Facility Use Agreement shall be in Baldwin County, AL. This Facility Use Agreement shall be binding on the parties and their respective successors, transferees, and assigns.

16. Notice: Notice shall be deemed to have been duly given five (5) business days after having been mailed by U.S. Mail, to all of the parties' addresses set forth herein, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

Digital Signature: Each party agrees that either party's execution of the agreement by DIGITAL signature (Whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.



**American
Red Cross**

Facility Use Agreement

Signature Page

Baldwin County Commission

Owner (Legal Name)

Charles F. Gruber, Chairman
Baldwin County Commission

Date

The American National Red Cross

(Legal Name)

Brian J. Phelan

Brian Phelan, Disaster Program Manager
The American Red Cross

4-19-23

Date

Brian J. Phelan

4-22-23.



Facility Use Agreement

Notary Page

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber, as Chairman, the Baldwin County Commission, a political subdivision of the State of Alabama, whose names are known to me, acknowledged before me on this day that, being informed of the contents of the Facility Use Agreement, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF ~~BALDWIN~~) *mobile*

I, Jamini B. Patel, a Notary Public in and for said County, in said State, hereby certify that Brian Phelan, as Disaster Program Manager, the American Red Cross, a non-profit corporation chartered by The United States Congress, whose name is known to me, acknowledged before me on this day that, being informed of the contents of the Facility Use Agreement, they, as such officers and with full authority, executed same with full authority to do so.

Given under my hand and official seal, this 22nd day of April, 2023.

Jamini B. Patel
Notary Public

My Commission Expires: _____

My Commission
Expires 8/27/2025

