

RESOLUTION NO. 2967

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE AMERICAN NATIONAL RED CROSS AND THE CITY OF BONNEY LAKE FOR USE OF THE BONNEY LAKE SENIOR CENTER AS A DISASTER SHELTER.

WHEREAS, the Bonney Lake Senior Center has a commercial grade kitchen and large meeting area; and

WHEREAS, the Bonney Lake Senior Center is also supported by generator for electricity.

WHEREAS, the City of Bonney Lake and the Red Cross have had a previous agreement to operate the Senior Center as a disaster shelter; and

WHEREAS, the City and Red Cross wish to renew this agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign a renewal agreement between the City of Bonney Lake and the American Red Cross for the operation and use of the Bonney Lake Senior Center as a disaster shelter.

PASSED by the City Council this 24th day of August, 2021.

DocuSigned by:
Neil Johnson, Jr.
20583FB9C281400
Neil Johnson Jr., Mayor

AUTHENTICATED:

DocuSigned by:
Harwood T. Edvalson
Harwood T. Edvalson, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: ASD / Edvalson	Meeting/Workshop Date: 24 August 2021	Agenda Bill Number: AB21-108
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2967	Sponsor:

Agenda Subject:

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Execute An Agreement With The American National Red Cross For Use Of The Bonney Lake Senior Center As A Disaster Shelter.

Administrative Recommendation: Approve.

Background Summary: A representative of the Northwest Region of the American National Red Cross has asked the City to update and renew a previous facility agreement for use of the Bonney Lake Senior Center as a disaster shelter. Because of its commercial kitchen, large central room and HVAC, City staff believe the Senior Center is the most logical existing space owned by the City for use as a disaster shelter. The Northwest Region also has other shelter agreements with churches and school districts in the area.
Attachments: Resolution, Facility Use Agreement, supporting documentation.

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$0		\$0		<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: Expenditures for sheltering would not exceed budgeted funds.				

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Public Safety Date: 10 August 2021	<i>Approvals:</i> Chair/Councilmember Carter Councilmember Dole Councilmember Ishmael	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Commission/Board Review:											
Hearing Examiner Review:											

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 08/24/2021	Tabled to Date:

APPROVALS		
Director: <i>HTE</i>	Mayor: <i>NJ</i>	Date Reviewed by City Attorney: NA (if applicable)



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:

Name of Facility/ Governing Agency	City of Bonney Lake
Address	9002 Main Street East, Suite 200, Bonney Lake, WA 98391
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Ryan Johnstone, Public Services Director 253-447-4347 253-209-6488
Address for Official Notices (only if different from above address)	City of Bonney Lake, Emergency Services, PO Box 7380, Bonney Lake, WA 98391-0944

Red Cross:

Chapter Name	American Red Cross of South Puget Sound and the Olympics
Chapter Address	1235 South Tacoma Way, Tacoma, WA 98409
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Conny Garcia Gaitan, Disaster Program Manager 253-392-5576
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.

Facility Name

Address

Bonney Lake Senior Center - 19304 Bonney Lake Blvd, Bonney Lake, WA 98391

Mailing Address: PO Box 7380, Bonney Lake, WA 98391-0944

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		
Disaster Shelter	CBL	

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. 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. 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.
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. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
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. 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:** Subject to the conditions in paragraph 9(e) below, the Red Cross will reimburse the Owner for the following:
- 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.
 - 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.
 - 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	N/A	kk
Gas	N/A	kk
Electricity	N/A	kk
Waste Disposal	N/A	kk

- 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.
 - 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.
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.
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.



Senior Center/City of Bonney Lake

Name of Facility/Governing Agency (Legal Name)

DocuSigned by:

Neil Johnson, Jr.

By (Signature)

Neil Johnson, Jr.,

Name (Printed)

Mayor

Title

8/24/21

Date

The American National Red Cross

(Legal Name)

DocuSigned by:

Kevin Kopp

By (Signature)

Kevin Kopp

Name (Printed)

Regional Logistics Specialist

Title

8/25/2021 | 9:44 AM PDT

Date

DIGITAL Signature. Each party agrees that either party's execution of this 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 and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.



Common Questions on the Use of Facilities in a Disaster

Disasters can be widespread: earthquake... or local: apartment fire, flooding, brushfire. On average, every 36 hours our Red Cross region is contacted to help people displaced from their homes by fire and natural disasters. Several times each year a disaster facility must be opened when multiple families are affected.

What could my facility be used for?

Depending on the disaster, the Red Cross may request a facility for use as a shelter, service center, field kitchen, headquarters, warehouse, or other disaster response need. Using a facility for a shelter is by far the most common need.

Who sets up the facility? Who supplies the cots, blankets, meals, and workers?

The Red Cross brings materials and trained staff and volunteers to setup, run, and close the facility. The Red Cross provides snacks, drinks, meals, cots, and blankets. For large disasters, the National Red Cross sends additional supplies and workers.

What type of building makes a good Red Cross facility?

The Red Cross prefers a facility with a large multipurpose room or gym, a kitchen, easy disability access, and separate male and female restrooms. A dining area next to the kitchen and sleeping area, showers and laundry areas are a plus.

Does someone from my facility have to be there all the time?

The Red Cross does not require that you have someone at the facility, but the facility owner or management may.

May our people help in a shelter?

Under the direction of the Red Cross shelter manager, your staff is welcome to volunteer.

How does the Red Cross maintain control of the people in the facility?

The Red Cross posts and enforces rules: No pets, weapons, smoking, drinking, etc. People must check in and out. If the facility is used as a shelter, the Red Cross will always have at least two trained shelter workers onsite with cell phones. If security is an issue, the Red Cross calls the police or contracts with a security company (very rare).

Does the Red Cross have insurance?

The Red Cross insurance covers damage resulting from a facility's operation. The details are available upon request in a Memorandum of Insurance. Once a facility opens, an official Certificate of Insurance can be requested; it will be sent by the National Red Cross Headquarters in about two days.

Who pays the costs?

To be frugal with donated money the Red Cross looks for facility owners to donate the use of their facility. The Red Cross may pay for certain extra costs that occur due to the Red Cross' use, such as extra trash removal.

How long is a facility open?

In Washington State it is common for a shelter to be open between one and seven nights; but in a large disaster this could extend to several weeks. This longer duration is often the case for service centers, field kitchens, headquarters, warehouses, etc.

Does the Red Cross need my entire building?

Facility use is usually confined to several rooms; making it easier to control. You will work with a Red Cross facility liaison to decide which rooms, entry points, and parking areas that the Red Cross may use.

What if my facility is too busy or not available to be used when the Red Cross calls us?

You are under no obligation. The Red Cross understands that your facility may not be available; that's why we strive to have numerous facilities on our list. When a facility is needed, the Red Cross contacts several facilities, asking which might be available, and chooses the one that is the best fit for responding to the disaster.

How will the information about facilities and contacts be used?

The Red Cross only reveals the name and address of open shelters and service centers to the public or media. Your contacts and phone numbers will not be released. We may supply government emergency managers with the list of potential facilities in their area, with their written agreement that the list is confidential and may not be made public.