AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Gunnison County Emergency Shelter Agreement Template

Action Requested: Motion

Parties to the Agreement: Gunnison County & ??? (Template)

Term Begins: when executed during an inc **Term Ends:** **Grant Contract #:**

Summary:
This template agreement will be used for various facilities that may need to be used as shelters during an emergency. The preference will be to use the Red Cross for shelters, but there may be an instance where we will need to set up an agreement with a facility before the Red Cross can assist, for example the flooding in Boulder.

Fiscal Impact: n/a

Submitted by: S. Morrill **Submitter's Email Address:** Smorrill@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Form is ok. Paragraph One needs to be filled in. db 1/10/14

Reviewed by: GUNCOUNTY1\DBAUMGARTEN Discharge Date: 1/10/2014 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 1/14/2014

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5 minutes

Agenda Date: 1/21/2014 Follow Up Agenda Date:

Revised April 2013

Gunnison County

Emergency Shelter Agreement

THIS SHELTER AGREEMENT is made and entered into on this ___ day of _____, _____, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County") and _____, whose address is _____, ___, _____, (hereinafter "Owner").

WHEREAS, Owner owns and operates real property and facilities located in Gunnison County (hereinafter the "Facilities"); and

WHEREAS, Gunnison County, as a political subdivision of the state has adopted an Emergency Operations Plan intended to provide a course of action in the event of a disaster; and

WHEREAS, in furtherance of Gunnison County's Emergency Operations Plan, Gunnison County desires to enter into an Agreement with Owner regarding use of Owner's Facilities as an Emergency Shelter during a disaster; and

WHEREAS, Owner wishes to permit the use of its Facilities as an Emergency Shelter during a disaster; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, which the parties agree are sufficient and appropriate, Gunnison County and Owner do hereby agree as follows:

1. USE OF FACILITY: Upon request and if feasible, the Owner will permit Gunnison County to use the Facilities on a temporary basis as an emergency shelter. This may include the general public, or responders to an incident. First preference of the Owner is for responders to an incident. Use of facility includes _____. The following restrictions apply:

- _____
- _____
- _____
- _____
- _____

The Facilities owned and operated by Owner are at the following locations:

_____
_____
_____

Owner, when feasible, may elect which of its facilities will be utilized first in the event of a disaster.

2. SHELTER MANAGEMENT: Gunnison County will have primary responsibility for the activation and operation of the shelter and will designate a Gunnison County official, the Incident Commander, to manage the sheltering activities. The Owner will designate a Facility Coordinator

to coordinate with the Incident Commander regarding the use of the Facility by Gunnison County for access and troubleshooting.

3. INVOLVEMENT OF RED CROSS: Upon activation of the shelter, the Incident Commander (or designee) shall promptly notify the Mile-High Chapter of the American National Red Cross, which, as soon as feasible, shall assume the management and operation of the shelter. Failure of the Red Cross to assume management and operation of the shelter shall in no way invalidate any of the parties mutual obligations contained herein.

4. CONDITION OF FACILITY: The Facility Coordinator and Incident Commander (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to Gunnison County. They will use the first page of the ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that Gunnison County should not use while sheltering in the Facility. Gunnison County will exercise reasonable care while using the Facility as a shelter and will make no permanent modifications to the Facility.

5. FOOD SERVICES: Upon request by Gunnison County, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including 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 Incident Commander (or designee). 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 Incident Commander (or designee) will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to Gunnison County.

6. CUSTODIAL SERVICES: Upon request by Gunnison County 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 Incident Commander (or designee).

7. SECURITY: In coordination with the Facility Coordinator; the Incident Commander (or designee), as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

8. SIGNAGE AND PUBLICITY: Gunnison County may post signs identifying the shelter as a Gunnison County 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 Incident Commander (or designee). The Owner will refer all media questions about the shelter to the Incident Commander (or designee).

9. CLOSING THE SHELTER: Gunnison County will notify the Owner or Facility Coordinator of the closing date for the shelter. Before Gunnison County vacates the Facility, the Incident Commander (or designee) 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 Incident Commander (or designee) and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

10. TERM: The term of this agreement begins on the date below and will be renewed yearly. This agreement may be terminated by written notice by either party, with sixty (60) days advance notice.

11. SEVERABILITY: In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

12. GOVERNING LAW, JURISDICTION AND VENUE : This Emergency Shelter Agreement is entered into in the County of Gunnison, State of Colorado; and it is agreed that the property jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Agreement, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

13. ENTIRE AGREEMENT Owner and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Owner and Gunnison County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Name:
Title:

ATTEST:

_____
Deputy Clerk

"Owner":

By: _____
Name:
Title: