

**American Red Cross  
Shelter 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 shelter during a disaster.

DR#: \_\_\_\_\_ Facility: \_\_\_\_\_

**Parties and Facility**

**Owner:**

Legal name: Edmonson County Board of Education  
Chapter: \_\_\_\_\_  
24-Hour Point of Contact:  
Name and title: Mr. Patrick L. Waddell, Superintendent  
Work phone: (270) 597-2101 Cell phone/pager: (270) 597-7739  
Address for Legal Notices:  
P. O. Box 129 Additional Contact: Mr. Lannie Deweese  
Brownsville, KY 42210 (270) 597-2172  
Cell: (270) 246-1692

**Red Cross:**

Legal name: The American National Red Cross  
Chapter: \_\_\_\_\_  
24-Hour Point of Contact:  
Name and title: \_\_\_\_\_  
Work phone: \_\_\_\_\_ 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.

**Shelter 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).

See Facility List

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

South Edmonson Elementary School  
1058 Chalybeate School Road  
Smiths Grove, KY 42171

Kyrock Elementary School  
5720 Highway 259 N  
Sweeden, KY 42285

Edmonson County 5/6 Center  
191 West Center Street  
Brownsville, KY 42101

Edmonson County Middle School  
210 Wildcat Way  
Brownsville, KY 42210

Edmonson County High School  
220 Wildcat Way,  
Brownsville, KY 42210

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 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.
- 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	<u>PA</u>	_____
Gas	<u>PA</u>	_____
Electricity	<u>PA</u>	_____
Waste Disposal	<u>PA</u>	_____

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.

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.

Edmonson County Board of Education  
Owner (legal name)

By (signature)

Mr. Patrick L. Waddell  
Name (printed)

Superintendent

Title

Date 2/1/2014

THE AMERICAN NATIONAL RED CROSS  
(legal name)

By (signature)

Name (printed)

Title:

Date