



County of Ventura Human Services Agency

Evacuation Shelter and Temporary Evacuation Point Agreement

The County of Ventura (COUNTY), through its Human Services Agency (HSA), oversees mass care and sheltering activities in the event of an emergency incident that has exhausted the resources of City and Non-Profit agencies. The disaster relief activities of HSA will strive to resolve any major challenges or gaps that may arise related to mass care and shelter operations and activities throughout the county. This agreement is between COUNTY and the facility owner (OWNER) so the COUNTY can utilize the facility as an emergency shelter and/or temporary evacuation point (TEP) during a disaster.

Facility Name: _____

Parties and Facility

OWNER:

Legal Name: _____

Site Name: _____

24-Hour Point of Contact: _____

Name and Title: _____

Work Phone: _____ **Cell Phone:** _____

Address for Legal Notices: _____

COUNTY:

Legal Name: County of Ventura Human Services Agency

Head Quarters: Partridge Building

24-Hour Point of Contact: _____

Name and Title: Disaster Response and Recovery Officer

Work Phone: (805) 765-7050 **Cell Phone:** _____

Address for Legal Notices:

Human Services Agency

Attn: Tina Knight, Contracts & Grants Manager

855 Partridge Drive

Ventura, CA 93003

Shelter Facility (FACILITY):

(Instructions: Insert Name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street addresses of each building that is part of this Agreement)

Terms and Conditions

1. **Use of FACILITY:** Upon request and if feasible, the OWNER will permit COUNTY to use the FACILITY on a temporary basis as an emergency public shelter or TEP.
2. **TEP/Shelter Management:** COUNTY, through HSA, will have primary responsibility for the operation of the shelter and will designate a Shelter Manager, to manage the sheltering activities. The OWNER will designate a FACILITY Coordinator to coordinate with the Shelter Manager regarding the use of the FACILITY by COUNTY.
3. **Conditions of Facility:** The FACILITY Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the FACILITY before it is turned over to COUNTY using a Shelter Property Inspection Form. This form will record any existing damage or conditions. The FACILITY Coordinator will identify and secure all equipment that COUNTY should not use while sheltering in the FACILITY. COUNTY will exercise reasonable care while using the FACILITY as a shelter and will make no modifications to the FACILITY without the express written approval of the OWNER.
4. **Food Services:** Upon request by COUNTY, and if such resources exist and are available, the OWNER will make the food services 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 Services Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a meal schedule, determine a food service inventory and needs, and will supervise meal planning and preparation. The Food Services Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the FACILITY before it is turned over to HSA.
5. **Custodial Services:** Upon request by 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 Shelter Manager.
6. **Security:** In coordination with the FACILITY Coordinator; the Shelter Manager, as he or she deems necessary and when appropriate, will coordinate with any law enforcement regarding any public safety issues at the Shelter.
7. **Signage and Publicity:** COUNTY may post signs identifying the shelter as a 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 Shelter Manager. The OWNER will refer all the media questions about the shelter to the Shelter Manager.
8. **Closing the Shelter:** COUNTY will notify the OWNER or FACILITY Coordinator of the closing date for the shelter. Before COUNTY vacates the FACILITY, the Shelter Manager and FACILITY Coordinator will jointly conduct a post-occupancy survey to record any damage or conditions.

The Shelter Manager and FACILITY Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. **Reimbursement:** OWNER will submit any request for reimbursement to COUNTY 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 custodial and food service personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter. COUNTY shall process and remit reimbursement within 30 days of request. COUNTY 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 County Shelter. Reimbursement for FACILITY damage will be based on replacement at actual cash value. OWNER will select contractors in accordance with applicable public contracting laws. COUNTY is not responsible for storm damage or other damage caused by the disaster.
 - b. Costs associated with custodial services, food service personnel and supplies, if those costs would not have been incurred but for the shelter usage of the FACILITY.

10. **Insurance:**

- a. OWNER and COUNTY recognize each have sufficient self-insurance and excess insurance coverage for the purposes of this Shelter Agreement.
- b. COUNTY insurance coverage shall be primary and without the right of contribution from any self-insurance or insurance maintained by OWNER for claims and damage assumed by COUNTY in this Agreement.

11. **Indemnification:** OWNER shall defend, indemnify and hold harmless COUNTY, the County of Ventura, the Ventura County Board of Supervisors, officers, directors, agents, employees, volunteers and subcontractors, including, without limitation, Operators, from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of OWNER or OWNER's officers, directors, agents, employees, volunteers or subcontractors.

COUNTY shall defend, indemnify, and hold harmless OWNER, its officers, directors, agents, employees, volunteers and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY or its Board of Supervisors, officers, directors, agents, employees, volunteers or subcontractors.

It is the intention of OWNER and COUNTY that the provisions of this section be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers and subcontractors. It is also the intention of OWNER and COUNTY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers or subcontractors.

- 12. Term:** The term of this agreement begins on the date of the last signature below (the effective date) and will remain in effect until it ends 30 days after written notice of termination is given by either party. Termination notices shall be dated and sent via email or U.S. Mail to:

<u>For the County of Ventura</u>	<u>For the OWNER</u>
<u>Name:</u> Tina Knight <u>Title:</u> Contracts & Grants Manager <u>Email:</u> tina.knight@ventura.org <u>Phone:</u> 805-477-5442 <u>Mailing Address:</u> County of Ventura Human Services Agency 855 Partridge Drive Ventura, CA 93003	<u>Name:</u> <u>Title:</u> <u>Email:</u> <u>Phone:</u> <u>Mailing Address:</u>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

For OWNER:

Owner (Legal Name):
By (Signature):
Name (Printed):
Title:
Date:

For COUNTY:

By (Signature):
Name (Printed): Melissa Livingston
Title: Director, County of Ventura Human Services Agency
Date: