

**Tyler County
Shelter Agreement**

Tyler County, a County within the State of Texas, provides services to individuals, families and communities when disaster strikes. This agreement is between the Tyler County and a facility owner ("Owner") so Tyler County can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: _____

Parties and Facility

Owner:

Legal name: _____

Chapter: _____

24-Hour Point of Contact:

Name and title: _____

Work phone: _____ Cell phone/pager: _____

Address for Legal Notices: _____

Tyler County:

Legal name: Tyler County _____

24-Hour Point of Contact:

Name and title: _____

Work phone: _____ Cell phone/pager: _____

Address for Legal Notices: _____

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).

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit Tyler County to use the Facility on a temporary basis as an emergency public shelter. Shelter Owner has all rights to deny entry of any evacuee it deems inappropriate or unacceptable.
2. Shelter Management: Tyler County will have primary responsibility for the operation of the shelter and will designate a Tyler County official, the 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 Tyler County.
3. Condition 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 Tyler County. They will record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that Tyler County should not use while sheltering in the Facility. Tyler 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 Tyler County, and if such resources exist and 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 the provision of meals at the direction of and in cooperation with the Shelter Manager. 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 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 Tyler County.
5. Custodial Services: Upon request by Tyler 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 appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter. Also, property owner will not be required to house an evacuee it deems as unsafe to others. Furthermore, Tyler County will make available shelters for such persons.
7. Signage and Publicity: Tyler County may post signs identifying the shelter as a Tyler 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 media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: Tyler County will notify the Owner or Facility Coordinator of the closing date for the shelter. Before Tyler County vacates the Facility, the Shelter Manager 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 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: Tyler County will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear expected, resulting from the operations of Tyler County. Reimbursement for facility damage will be based on replacement at actual cash value. Tyler County will select from among bids from at least three reputable contractors. Tyler County 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 Tyler County use of the Facility for sheltering. Tyler County 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 Tyler County use of the Premises (both parties must initial all utilities to be reimbursed by the Tyler County:

	Owner initials	Tyler County initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to Tyler 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 personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: Tyler County shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. Tyler County 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: Tyler County 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 Tyler County 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.

Owner (legal name)	Tyler County
By (signature)	By (signature)
Name (printed)	Name (printed)
Title	Title:
Date	Date