WHEREAS, the City of Dallas (City) has an agreement with the American National Red Cross (Red Cross) whereby City facilities are made available to temporarily shelter citizens as needed in response to local or national disaster events; and

WHEREAS, for years, the American Red Cross, in conjunction with the Office of Emergency Management, have utilized Park and Recreation facilities as Emergency Shelters to house displaced citizens of Dallas, Dallas County and others as needed; and

WHEREAS, the agreement provides that in the event of a disaster and/or evacuation to Dallas, the City of Dallas Park and Recreation facilities may be used as shelter sites.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager and Park and Recreation Board are hereby authorized to execute a three-year agreement with the American Red Cross (Red Cross), approved as to from by the City Attorney, for the Dallas Chapter, to permit the temporary use of Park and Recreation facilities, as specified in the agreement, as a Red Cross public shelter during a declared or undeclared natural disaster or other condition or event requiring the activation of the disaster relief functions of the Red Cross.

SECTION 2. That the City will not charge the Red Cross a fee for use of the premises.

SECTION 3. That the Red Cross has primary responsibility for the operation of the shelter sites and will designate a Shelter Manager.

SECTION 4. That the Shelter Manager and Facility Coordinator will conduct a preinspection survey of the shelter(s) before they are turned over to the Red Cross.

SECTION 5. That the City's Facility Coordinator will, upon request and if feasible, appoint a Food Service Manager and Facility Custodian. The Food Service Manager will establish a feeding schedule and determine food service inventory and supply needs. The Facility Custodian will establish and direct the sanitation inventory and supply needs.

SECTION 6. That the Red Cross will pay or reimburse the City for all food and sanitation supplies as approved by the Shelter Manager and used in the course of operating the shelters.

SECTION 7. That the Red Cross will provide for safety and security inside of the shelters.

SECTION 8. That the Agreement is revocable upon 30 days' notice by either party. Upon termination, the Red Cross will vacate the premises and repair any damages, ordinary wear and tear excepted, caused by its occupancy at its sole expense.

SECTION 9. That the Red Cross will indemnify the City, its officers, its agents, and employees.

SECTION 10. That the Red Cross shall carry insurance coverage in the amounts specified by the City in addition to City being named as additional insured on the Red Cross' General Liability Coverage.

SECTION 11. That this contract is designated as Contract No. PKR-2022-00017904.

SECTION 12. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.