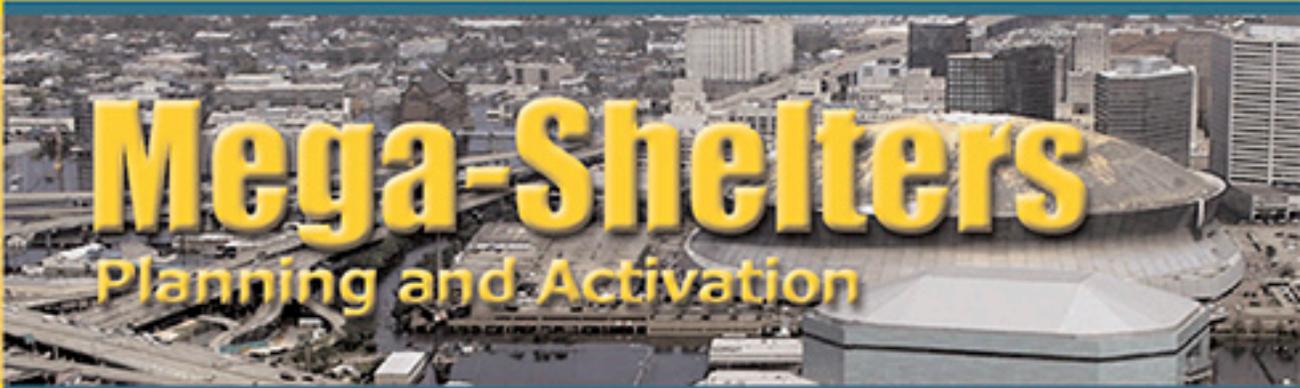


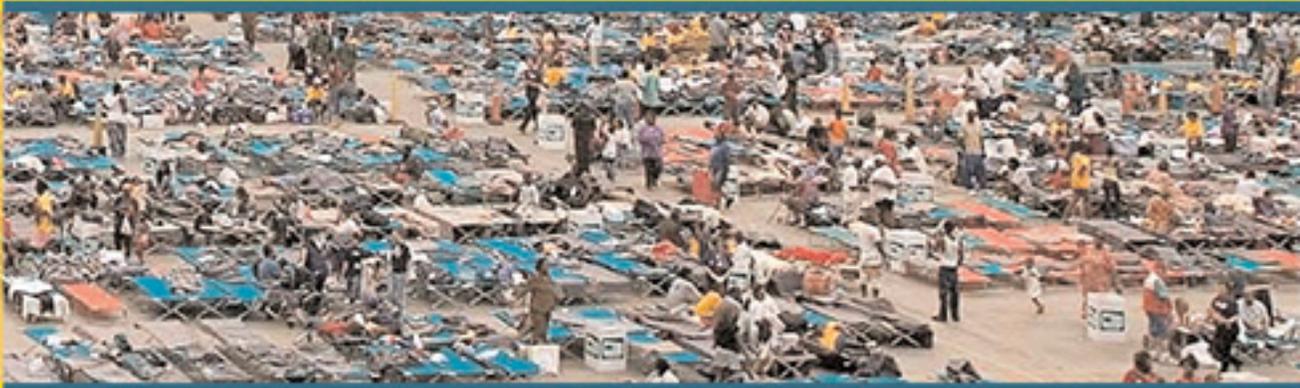


INTERNATIONAL ASSOCIATION OF ASSEMBLY MANAGERS, INC.



# Mega-Shelters

## Planning and Activation



## A Best Practices Guide

*A Product of the IAAM Life Safety Council  
A Curriculum of the Academy for Venue Safety & Security*

Preliminary Release  
Phase 1 Document



# MEGA-SHELTER BEST PRACTICES FOR PLANNING & ACTIVATION

*A Product of the IAAM Life Safety Council*

*A Curriculum of the Academy for Venue Safety & Security*

**Preliminary Release  
Phase 1 Document**

**International Association of Assembly Managers, Inc.  
635 Fritz Dr. Suite 100  
Coppell, TX 75019  
(972) 906-7441  
[www.iaam.org](http://www.iaam.org)**

*This report was made possible by the  
generous support and contribution of the  
CAJUNDOME Commission.*



*This report was funded in part by a  
generous grant from the IAAM  
Foundation.*



**Printed and Published by  
International Association of Assembly Managers, Inc.  
635 Fritz Dr. Suite 100  
Coppell, TX 75019  
(972) 906-7441  
www.iaam.org**

Copyright © 2006 by the International Association of Assembly Managers, Inc., exclusive of appendices.

All rights reserved. No part of this book may be reproduced in any form or by any means, electronic or mechanical, including information storage and retrieval systems without permission in writing from IAAM. No liability is assumed with respect to the use of the information contained herein.

May 9, 2006 Preliminary Phase 1 Document

IAAM Mega-Shelter Best Practices is a living document that is subject to revisions based upon ongoing meetings between the IAAM, American Red Cross and the Department of Homeland Security. Updates will be available as revisions are made.

This publication is designed to provide accurate and authoritative information in regard to the subject matter covered. It is provided with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional services. If legal advice or other professional assistance is required, the services of a competent professional person should be sought.

--From a *Declaration of Principles* jointly adopted by a Committee of the American Bar Association and a Committee of Publishers and Associations.

# ACKNOWLEDGEMENTS

## Creation of Shelter Management Task Force

**David B. Ross, CFE, IAAM President 2005-2006**

**Show Me Center, Southeast Missouri State University**

**Dexter King, CFE, IAAM Executive Director**

*Shelter Management Task Force Mission:*

*The task force is charged to develop shelter management Planning Guides and Best Practice Protocols for places of public assembly serving as places of care and shelter in the event of a disaster, requiring emergency shelter for the general public. The task force will work under the umbrella of the IAAM Life Safety Council (LSC) to ensure proper coordination with the IAAM Academy for Venue Safety and Security (AVSS) and other IAAM partners to include representatives of the Public Assembly sub-sector council of the Department of Homeland Security (DHS).*

## Acceptance of Charges for Shelter Management Task Force

**Frank Poe, Life Safety Council Chair 2005-2006, Dallas Convention Center**

## Shelter Management Task Force

**Gregory A. Davis - CHAIR**

Director, Cajundome

**Dana Intihar**

Events Manager, Reunion Arena

**Ken Stockdell, Jr., AIA,**

**LEED® AP**

Associate Principal, TVS

**Juan A. Rodriguez**

Director of Event Services/ADA

Coordinator, SMG/Reliant Stadium

**Turner D. Madden, Esq.**

Partner

Madden & Patton, LLC

**Rick J. Hamilton**

Director

Ocean Center

**Glenn Menard**

General Manager,

SMG/Louisiana Superdome &

New Orleans Arena

**John K. Smith, CFE**

Adjunct Faculty, School of

Hospitality Administration;

Georgia State University

## Others Who Have Contributed

**Lori Chance**

**Dr. Ann Dobie**

**Andy Blalock**

**Lee Leonard**

**Larry B. Perkins, CFE, CMP, CPP**

**CAJUNDOME Commission**

**Carroll Albritton**

**Rose Bernal-Rundle**

**Stephen Senkel**

## Academy for Venue Safety & Security Committee

**Joe Psuik, III, CFE - CHAIR**

Senior VP/COO

San Diego Convention Center

**John Gordon**

Convocation Center Director

Northern Illinois University

**Harold Hansen, CFE**

AVSS Coordinator

**Paul Schieck, CFE, CPP**

Assistant General Manager

Qwest Field & Event Center



*As the disaster unfolds, the Facility Manager will be called to strong leadership. Many false rumors will circulate in the local population. As bus loads of evacuees arrive, thousands at a time, as CNN, MSNBC, and Fox news are depicting storm victims as looters, rapists, thugs and criminals, the Facility Manager must be the stabilizing force who is grounded in truth and reality. This leadership will enable staff and volunteers to overcome their fears, helping them to provide compassionate care to storm people who have been twice victimized, first by a major storm and then by a sensationalized media.*

# IAAM MEGA-SHELTER BEST PRACTICES

## ACTIVATION AND PLANNING

### TABLE OF CONTENTS

DESCRIPTION	PAGE NO.
A. IAAM Responds	7
B. Definitions	9
C. Mega-Shelter Classifications, Definitions & Standards	12
1. Refuge of Last Resort	13
2. Risk Shelter	14
3. Host Shelter	16
4. Recovery Shelter	17
5. Special Needs Mega-Shelter (SpNS)	19
a. SpNS Risk Shelter	19
b. SpNS Host Shelter	21
c. SpNS Recovery Shelter	22
6. Recovery Center	23
D. Mega-Shelter Activation	26
1. Actions Prior to Activation	27
2. Who Activates a Major Facility	28
3. The Activation Process	29
E. Mega-Shelter Contracts, Liability & Reimbursements	32
1. Contracts	32
2. Liability	34
3. Reimbursements	35
4. Business Interruption Insurance	39
F. Mega-Shelter Impact	42
1. Event Cancellations	42
2. Facility Staff	43
3. Facility Recovery	45
4. Shelter Historian/Videographer	46

DESCRIPTION	PAGE NO.
G. Mega-Shelter Partners	48
1. American Red Cross	49
a. Facility Management Responsibilities	49
b. ARC Responsibilities	50
2. DHS & FEMA	51
3. Department of Health & Human Services	51
4. State Department of Public Health	52
5. Salvation Army	52
6. USA Freedom Corps	52
7. Local Medical Community	52
8. Office of Emergency Management	52
9. Local Government	52
10. Local Media	53
11. Local Cooking Teams	53
12. Local Non-Profits	53
13. Security Agencies	53
14. U.S. Post Office	53
15. The Humane Society	53
16. Family Service	54
17. Local Department of Housing & Urban Development	54
18. National Voluntary Organizations Active in Disasters	54
19. Faith Based Organizations	54
20. State Department of Labor	54
21. Legal Services	54
H. Mega-Shelter Planning	56
1. Planning & Meetings	56
2. Training	57
I. Mega-Shelter Configurations	59
J. Appendix	
A. Sample Mega-Shelter Intergovernmental Agreement	63
B. Sample Mega-Shelter Cooperative Endeavor Agreement	69
C. Sample Industry Standard Facility Use Agreement	74
D. American Red Cross Facility Use Agreement	88
E. FEMA Katrina/Rita Disaster Specific Guidelines	91
F. Best Practice Guidelines Contacts	97
G. Best Practice Guidelines References	98

## IAAM RESPONDS

The International Association of Assembly Managers (IAAM) recognizes the vulnerability of Facility Managers when they are called to public service to respond to major disasters with inadequate emergency preparedness guidelines and poor planning that undermine their ability to provide safe, secure shelter for citizens who need their help. In the storms of 2005, major facilities were integral in saving lives and for sheltering thousands of displaced hurricane evacuees who lost everything and who relied on fellow citizens for life-saving aid. Facility Managers and their staffs responded to the call for help. For the first time in American history, they were called to operate “mega-shelters.”

Arenas, stadiums, convention centers and performing arts theaters became temporary homes and medical facilities for extended periods of time. There was no precedence for such operations. This new territory of facility management required the resourcefulness and skill of the professional Facility Manager and staff to adequately respond to the needs of evacuees. Our member managers demonstrated an ability to perform under the most difficult circumstances.

IAAM has responded to the need for best practice guidelines for mega-shelter operations. Soon after the storms of 2005, it reached out to its members who were affected by Hurricanes Katrina and Rita. IAAM quickly discovered the need for an industry task force to establish nationally recognized guidelines for major facilities converted to mega-shelters that are used to shelter thousands victimized by major disasters. IAAM reached out to its industry partners, the Department of Homeland Security and the American Red Cross. Effective mega-shelter operations require well coordinated partnerships. Our federal partners embraced the IAAM’s mission to establish new mega-shelter guidelines.

There will be two best practice releases. This first release, *IAAM Mega-Shelter Best Practice Guidelines for Planning and Activation*, provides Facility Managers with important information that can be helpful in deliberations with government authorities regarding the use of their facility in response to major disasters caused by powerful hurricanes. These guidelines will help the Facility Manager understand the activation process, shelter standards, contracting, liability exposure and how to plan for the next storm season. IAAM encourages its members to examine these guidelines carefully. Because inadequate emergency response plans may undermine their professional capabilities, these guidelines should be consulted in preparation for the upcoming hurricane season.

The second release will be available in June 2006. *IAAM Mega-Shelter Best Practice Guidelines for Shelter Operations* will provide valuable information about operating the mega-shelter. This release will provide important guidelines for command and control systems, security, compassionate care, food service, resident services, medical care, and interaction with mega-shelter partners. IAAM continues to meet with its national partners to develop a consensus on shelter standards, shelter selection and shelter operations. These guidelines are a living document. Updates will be released as revisions are made to them.

Appendices F and G provide valuable contacts and references. The contacts are industry professionals who operated many of the mega-shelters in service during hurricane Katrina and Rita. They are available to answer questions or to provide additional information as needed.

IAAM is excited to provide this service to its members. It encourages the study and use of these guidelines by its members, especially those who are in hurricane prone areas. It also encourages its members to reach out and share information with fellow members.

## DEFINITIONS

**ARC 4496 Shelter Selection Guidelines:** The American Red Cross has established guidelines for the selection of shelters that are in hurricane prone areas. A file providing all of their guidelines can be found on their website:

<http://floridadisaster.org/bpr/Response/engineers/documents/newarc4496.pdf>

**FEMA Disaster Assistance Guidelines:** The Federal Emergency Management Agency (FEMA) has established general guidelines for expense reimbursements that are subject to the Stafford Act. These guidelines are supplemented by Disaster Specific Guidelines when the President declares that a major disaster exists. An explanation of the guidelines can be accessed at [http://www.fema.gov/pdf/rrr/dec\\_proc.pdf](http://www.fema.gov/pdf/rrr/dec_proc.pdf).

**Florida LRDM Shelter Selection Guidelines:** The State of Florida has established shelter selection guidelines that can be accessed at:

<http://floridadisaster.org/bpr/Response/engineers/documents/CheatSheet.pdf>.

**Hyper-cleaning:** Hyper-cleaning is required in a mega-shelter to prevent the spread of infectious disease. It involves cleaning of areas several times each day, even when surfaces appear to be clean, and using cleaning solutions that are used to sanitize hospitals. Bathrooms, for example, are cleaned throughout the day and receive a thorough cleaning in each eight hour shift of a 24 hour work day.

**Infectious Diarrhea/Bacterial Gastroenteritis:** A diarrhea related to an infection secondary to bacteria, viruses or parasites. Bacterial gastroenteritis is an inflammation of the stomach and intestines caused by bacteria or bacterial toxins. The infection is usually acquired by eating or drinking contaminated food or water, often raw poultry, fresh produce or unpasteurized milk. Infectious diarrhea was common in the mega-shelter operation during Hurricanes Katrina and Rita. Hyper-cleaning was a significant component of the program to prevent the spread of infections.

**Infectious Disease:** Shelter residents and workers are vulnerable to bacteria and viruses that circulate in the air and are found in bodily fluids such as blood, human waste and vomit.

**Isolation Area:** Isolation refers to an area in the mega-shelter where evacuees who have an infectious disease and are a danger to others can be temporarily placed. The area should have independent ventilation and air conditioning that is separate from the main system, separate toilet facilities and access that is limited to medical personnel. The isolation area may require security personnel to control access.

**Major Disaster:** A disaster is designated as major when it causes widespread devastation that displaces thousands of people who must be evacuated to major facilities that serve as mega-shelters over an extended period of time.

**Major Facility:** In the context of *IAAM Mega-Shelter Best Practices*, a major facility is an arena, stadium, convention center or performing arts theater.

**Medical Waste.** Any solid or liquid waste generated in the diagnosis, treatment or immunization of human beings or animals. These products generally fall under the guidelines of infectious agents such as human wastes, human blood and blood products, needles, syringes and blades. In a mega-shelter operation, medical waste must be handled properly by medical staff and then by maintenance personnel for proper disposal and for disease prevention.

**Mega-Shelter:** A mega-shelter is a major facility that is used to house evacuees from a major disaster area.

**NIMS Incident Command System:** The NIMS Incident Command System is a system used by local, state and federal governments to provide a unified approach to incident management in emergency situations that require the help of multiple jurisdictions. More information can be accessed at <http://www.fema.gov/nims/>.

**Norwalk Virus:** A human calicivirus that is a common cause of epidemics of acute gastroenteritis, with diarrhea, stomach pain, nausea, and vomiting lasting 24 to 48 hours. It spreads by person-to-person contact or through contaminated food and water. This virus was common in some of the mega-shelters.

**Post Traumatic Stress:** Post traumatic stress is a medical condition that can be caused by major disasters due to their scale and the length of time that people require to recover from them. Post traumatic stress can also be experienced by the staff and volunteers who are working in a mega-shelter. It is a psychological condition marked by intense fear, helplessness or horror as a result of exposure to a catastrophic event. It is occasionally called post traumatic stress reaction to emphasize that it is a routine result of traumatic experience rather than a manifestation of a pre-existing psychological weakness on the part of the patient. In mega-shelter operations, shelter residents as well as the facility staff and volunteers are susceptible to post traumatic stress. During and after the mega-shelter operation, Facility Managers should be cognizant of this psychological condition in their staffs.

**Recovery Period:** The recovery period follows the closure of the mega-shelter. It is the period of time that is required to sanitize the facility, repair any damage, do equipment maintenance and other general repairs that are a consequence of the mega-shelter operation. Included in the recovery period is the time that is needed to develop the recovery program and present to FEMA for its review and approval.

**Resident Capacity:** Once evacuees have been registered in the mega-shelter, they then assume the title of shelter resident. Resident capacity refers to the number of shelter residents that the mega-shelter can accommodate.

**Sharps Container:** These are waste disposal units that are used by the mega-shelter maintenance department and by medical personnel to dispose of instruments that can cause punctures or cuts to solid wastes handlers or the public. A sharps container is a leak proof, rigid, puncture-resistant and durable plastic. It is red in color and equipped with a tight-fitting lid for use during handling or transport.

**Shelter Classifications:** IAAM *Mega-Shelter Best Practice Guidelines* provides several classifications for shelters that are used before, during or after a hurricane. Each shelter classification provides guidelines and standards that will help the Facility Manager select the appropriate shelter type.

**Stafford Act:** A congressional act that was enacted in 1988 to support state and local governments when disasters overwhelm them. The Stafford Act and its accompanying FEMA Disaster Assistance Guidelines govern the reimbursement of mega-shelter expenses. The Stafford Act can be accessed at <http://www.fema.gov/library/stafact.shtm#sec101> .

**Strike Zone:** The forecast path and the associated error cone of an approaching hurricane.

**Unified Command System:** A Unified Command System is a structure that brings together the Incident Commanders of all major organizations that are involved in a major disaster so that an effective response can be coordinated while each carries out its jurisdictional responsibilities. Information about the Incident Command System and Unified Command can be accessed at [http://www.nrt.org/Production/NRT/NRTWeb.nsf/AllAttachmentsByTitle/SA-52ICSUCTA/\\$File/ICSUCTA.pdf?OpenElement](http://www.nrt.org/Production/NRT/NRTWeb.nsf/AllAttachmentsByTitle/SA-52ICSUCTA/$File/ICSUCTA.pdf?OpenElement) .

# MEGA-SHELTER CLASSIFICATIONS, DEFINITIONS and STANDARDS

## Introduction

Hurricane Katrina exposed several weaknesses in our nation's ability to respond to major disasters involving the displacement of hundreds of thousands of people in a major metropolitan area enduring almost total devastation. One of these weaknesses involved the sheltering of evacuees before, during and after Hurricane Katrina. For the first time in our nation's history, the term mega-shelter was used to describe the use of major facilities like the Superdome, Reliant Park, Reunion Arena, CAJUNDOME, New Orleans Convention Center and the Dallas Convention Center to house Hurricane Katrina evacuees. In many cases these facilities were able to sufficiently care for thousands of evacuees who arrived all at once. Others were not prepared. The Hurricane Katrina disaster exposed a vital need for nationally recognized mega-shelter classifications, definitions and standards.

A mega-shelter is an arena, stadium, convention center or performing arts theater that is used to house evacuees before, during or after a major disaster. Before Hurricane Katrina, most shelters consisted of schools, churches and recreation centers. They were small, accommodating up to 300 on average. For the first time in our nation's history, in response to Hurricanes Katrina and Rita, arenas, convention centers and stadiums were used to accommodate tens of thousands of evacuees over eight weeks. The CAJUNDOME, which was used as a mega-shelter in Lafayette, Louisiana, accommodated 18,500 evacuees from both hurricanes over 58 days and served 409,000 meals to evacuees and first responders. Houston's Reliant Park sheltered 27,100 evacuees over 22 days for Hurricane Katrina and 15 days for Hurricane Rita. They processed another 65,000 evacuees as a processing center for the state. Shelters in Dallas, including the Dallas Convention Center and the Reunion Arena, provided shelter for 25,000, processed another 27,000 for ARC benefits over 39 days and served 114,200 meals. These disasters also demonstrated the need to expand the American Red Cross Shelter Operation Guidelines, which proved inadequate for mega-shelter operations.

Establishing best practice guidelines begins with shelter classifications, definitions and standards. IAAM has established shelter classifications so that its members can, with consistency, approach discussions with local and state Offices of Emergency Management (OEM) about the use of their facilities before, during or after a hurricane. IAAM members will now be able to inform government officials of nationally recognized "Best Practices" that should be considered when designating arenas, stadiums, convention centers and performing arts theaters as mega-shelters. These IAAM established "Best Practices" will bolster Facility Managers' interest in maintaining life safety and security practices in a mega-shelter operation.

Each shelter classification has definitions and standards that are intended to inform government officials of what is involved in the operation of various shelter types, the level of expectations that each can realistically meet and the physical and operational conditions that are necessary to meet them. Hurricane Katrina exposed the need for nationally recognized shelter standards when the Superdome was classified as a Refuge of Last Resort rather than a Risk Shelter.

The State of Florida has performed comprehensive research over several years to establish guidelines for shelter use. The reference section lists several websites where extensive information is available. Florida has established guidelines for selecting buildings to serve as shelters under various circumstances. In January 2001, Florida established hurricane evacuation shelter selection guidelines. They were subsequently condensed into a Least-Risk Decision Making (LRDM) Table that provides prescriptive ranking definitions. The LRDM and the American Red Cross 4496 Standards for Hurricane Evacuation Shelter Selection (ARC 4496) have been embraced by IAAM as the standard for hurricane mega-shelter selection.

The most critical aspect of the selection process involves the deliberate determination by government authorities as to the use of a mega-shelter in the forecast path and the associated error cone of an approaching hurricane, the strike zone. The Facility Manager who is faced with operating a mega-shelter in a hurricane strike zone will face very difficult challenges to provide for the safety and to protect the lives of evacuees. These challenges concern both operational activities and the physical building structure. ARC 4496 and LRDM will help Facility Managers in their meetings with local and state OEM's to make good choices when determining the intended use of their facility as a mega-shelter.

IAAM *Mega-Shelter Best Practice Guidelines* will help Facility Managers provide sufficient operational support once government determines a facility's intended use. Each shelter classification lists essential equipment and supplies that must be available to provide the level of support services that are required to sustain life and safety. Sanitation services are critical to prevent the circulation of infectious disease. Sanitation services must rise to the level of hyper-cleaning, which goes beyond the standard and customary custodial services that are provided during typical assembly events.

## Mega-Shelter Classifications

**Refuge of Last Resort.** A Refuge of Last Resort serves as the LAST possible escape from real and immediate danger of loss of lives. It is not a shelter, is not included in the publicly recognized emergency evacuation plan, and is internally pre-identified by emergency officials only. It is not publicly advertised. It is a last resort to save lives after the emergency evacuation plan has been fully executed. It is not to be used during evacuation but selected by emergency officials only after the evacuation plan has been FULLY executed. During the evacuation phase of the emergency plan, everyone is directed to evacuation routes and NOT to the Refuge of Last Resort. It is a last alternative for people trapped in low lying homes, weak structures or in vehicles.

*Forecast Path:* The facility lies in the forecast path and the associated error cone of an approaching hurricane.

*Shelter Selection Guidelines:* ARC 4496 shelter selection guidelines and the Florida LRDM shelter selection guidelines are not necessarily considered. The facility may not afford complete protection or may not be free from hazards. It is a last resort to save the lives of those who are unable to remove themselves from the path of a hurricane once the emergency evacuation plan is completed. It provides some protection from wind and possibly some elevation above potential storm surge and wave action.

*Space Allocation:* There are no minimum standards for the amount of square footage per person. However, space allowances of 10 to 15 square feet can be used for planning purposes.

*Operational Period:* The facility will serve as a shelter through the end of the hurricane only. After the hurricane has passed, residents will be removed from the Refuge of Last Resort to a Recovery Shelter, if necessary.

*Essential Support Services:* Food, water, medical attention, sanitation, security, communication and dormitory services are not necessarily provided.

*Essential Equipment:* Equipment that is included in a Risk Shelter is not necessarily available. Evacuees may only have the benefit of the physical structure to protect them against wind and surge hazards and no amenities within the facility to contribute to physical comforts.

*Essential Supplies:* Supplies that are included in a Risk Shelter are not necessarily available.

**Risk Shelter.** Risk Shelters provide refuge during a hurricane in the projected hurricane strike zone and are a critical part of the hurricane emergency response and evacuation plan. Emergency planners deliberately plan for Risk Shelters to be used as evacuation shelters that will accommodate evacuees during a hurricane. Their intended use is established during the planning process, in advance of a hurricane. Unlike a Refuge of Last Resort, their use is deliberate, public and integral to the emergency evacuation process.

*Forecast Path:* The facility lies in the forecast path and associated error cone of an approaching hurricane.

*Shelter Selection Guidelines:* Facility conforms to ARC 4496 shelter selection guidelines and the Florida LRDM shelter selection guidelines. Said designation does not imply that the facility is capable of affording complete protection or is free from hazards, but only that it meets established minimum safety criteria. (Appendix G has website references).

*Space Allocation:* A total of 20 square feet of usable floor space per person is recommended in the calculation of shelter capacity, but if necessary this can be reduced to 15 square feet in lieu of turning someone away. Although local officials will attempt to direct evacuees away from a facility that is approaching its basic capacity, no one is to be turned away if peril is imminent.

*Operational Period:* The facility serves as a Risk Shelter starting 24 hours prior to landfall and 72 hours after landfall of a hurricane. It can convert to a Recovery Shelter if it does not sustain damage that inhibits its compliance with Recovery Shelter standards.

*Essential Support Services:* Essential support services are available to sustain life and safety for a minimum of 72 hours after landfall. Essential support services include but are not

limited to food, water, first aid, sanitation, security, communication and dormitory services to sustain life and safety.

*Essential Equipment:* Essential equipment is available to sustain life and safety for a minimum 72 hours after landfall. Generators are available to sustain emergency power in the event of a power outage. The generator must be independent of off-site utilities/infrastructure (e.g. water, fuel, etc.). Prepositioning of a portable generator and fuel supply may be required to supplement the load capacity of the facility’s generator. Essential equipment includes but is not limited to:

- Medical equipment such as AED’s and wheel chairs
- External communication system
- Forklift with 72 hour independent fuel source
- Sanitation equipment (extra trash receptacles, dumpsters)
- Independent source for generator fuel, for minimum 72 hours of use
- Generator power for:
  - Emergency lighting, adequate for resident circulation
  - Emergency electrical outlets with extension cords
  - Emergency paging/internal communication system
  - Battery chargers for cell phones and radios
  - Television sets for news reports, including residents
  - Radios for news reports, including residents
  - Limited ventilation to maintain minimum air quality
  - Water pressure to sustain restroom facilities
  - Refrigeration for medical supplies
  - Ice machines for medical use

Facilities that have electrically powered automatic toilet and urinal flushers will have a unique problem in a power failure. Toilets must be fully operational to sustain sanitary conditions. If the toilets are not connected to the generator system or if they cannot be redesigned to be powered by batteries, facility management should arrange for portable toilets in advance.

*Essential Supplies:* Essential supplies are those needed to sustain life and safety for a minimum 72 hours after landfall. Recovery Shelter type supplies such as pillows, blankets, air mattresses and personal care products are not necessarily available. Evacuees should be encouraged to bring these supplies if they are not available. The following essential supplies are on hand.

- |                                |                          |
|--------------------------------|--------------------------|
| ➤ MREs (Meals Ready to Eat)    | Water                    |
| ➤ Infant formula               | Disposable bottles       |
| ➤ Baby food                    | Diapers                  |
| ➤ Medical supplies             | Toilet paper             |
| ➤ First Aid Supplies           | Sanitation supplies      |
| ➤ Hand towels                  | Hand soap, antibacterial |
| ➤ Caution tape                 | Extension cords          |
| ➤ Extra keys for user agencies | Facility maps            |

Sanitation supplies will be needed in numbers that are several times the norm so that thorough sanitary conditions can be maintained to prevent the spread of infections. Most facilities store supplies for events that last 3 to 4 hours. The Risk Shelter will operate 24 hours per day for as long as 4 days. Caution tape is needed to discourage residents from entering prohibited areas. Extension cords are needed to access emergency outlets in the event of power loss.

**Host Shelter.** Host Shelters provide temporary refuge for evacuees who leave the projected path of an approaching hurricane. Host Shelters are not projected to be in the hurricane strike zone. Local conditions are not expected to present hazards such as surge inundation, rainfall flooding, high winds or hazardous materials which exceed the building codes of the facility. It is a facility that is relatively safe and provides essential support services.

*Forecast Path:* The facility lies outside the forecast path and associated error cone of an approaching hurricane.

*Shelter Selection Guidelines:* Shelter selection guidelines do not necessarily conform to all ARC 4496 shelter selection guidelines and the Florida LRDM shelter selection guidelines but should conform to those related to storm surge and rainfall flooding.

*Space Allocation:* A total of 40 square feet of usable floor space per person is recommended in the calculation of shelter capacity.

*Operational Period:* The facility serves as a Host Shelter starting 24 hours prior to landfall and 72 hours after landfall of a hurricane. It may convert to a Recovery Shelter 72 hours after landfall.

*Essential Support Services:* Essential support services are available to sustain life and safety for a minimum 72 hours after landfall. Essential support services include but are not limited to food, water, first aid, sanitation, security, communication and dormitory services to sustain life and safety for at least 72 hours after landfall.

*Essential Equipment:* Essential equipment is available to sustain life and safety for a minimum 72 hours after landfall. Generators are available to sustain emergency power in the event of a power outage. The generator must be independent of off-site utilities/infrastructure (e.g. water, fuel, etc.). Prepositioning of a portable generator and fuel supply may be required to supplement the load capability of the facility's generator. Essential equipment includes but is not limited to:

- Medical equipment such as AED's and wheel chairs
- External communication system
- Forklift with 72 hour independent fuel source
- Sanitation equipment (extra trash receptacles, dumpsters)
- Independent source for generator fuel, for a minimum 72 hours of use
- Generator power for:

- Emergency lighting, adequate for resident circulation
- Emergency electrical outlets with extension cords
- Emergency paging/internal communication system
- Battery chargers for cell phones and radios
- Television sets for news reports, including residents
- Radios for news reports, including residents
- Limited ventilation to maintain minimal air quality
- Water pressure to sustain restroom facilities
- Refrigeration for medical supplies
- Ice machines for medical use

Facilities that have electrically powered automatic toilet and urinal flushers will have a unique problem in a power failure. Toilets must be fully operational to sustain sanitary conditions. If the toilets are not connected to the generator system or if they cannot be redesigned to be powered by batteries, facility management should arrange for portable toilets in advance.

*Essential Supplies:* Essential supplies are available to sustain life and safety for a minimum 72 hours. Supplies that are provided at a Recovery Shelter, such as pillows, blankets, air mattresses and personal care products are not necessarily available. Evacuees should be encouraged to bring these supplies if they are not available. The following essential supplies should be on hand.

- |                                |                          |
|--------------------------------|--------------------------|
| ➤ MREs (Meals Ready to Eat)    | Water                    |
| ➤ Infant formula               | Disposable bottles       |
| ➤ Baby food                    | Diapers                  |
| ➤ Medical supplies             | Toilet paper First Aid   |
| ➤ Sanitation supplies          | Hand soap, antibacterial |
| ➤ Hand towels                  | Caution tape             |
| ➤ Extra keys for user agencies | Facility maps            |

Sanitation supplies will be needed in numbers that are several times the norm so that thorough sanitary conditions can be maintained to prevent the spread of infections. Most facilities store supplies for events that last 3 to 4 hours. The Risk Shelter will operate 24 hours per day for as long as 4 days. Caution tape is needed to discourage residents from entering prohibited areas. Extension cords are needed to access emergency outlets in the event of power loss.

Recovery Shelter. A Recovery Shelter provides shelter for evacuees after a hurricane. The shelter population may include evacuees who have been rescued from the area devastated by the hurricane and may require medical services that exceed basic first aid. Recovery Shelters are relatively safe and provide essential support services. Facilities that are designated as Recovery Shelters are used where there is no threat of a hurricane or in areas where a hurricane has passed. Host Shelters and Risk Shelters that meet the conditions of a Recovery Shelter may be converted to Recovery Shelters.

*Forecast Path:* The facility lies outside the forecast path and associated error cone of an approaching hurricane or lies in the area where a hurricane has passed.

*Shelter Selection Guidelines:* As local conditions are not expected to present hazards such as surge inundation, rainfall flooding, high winds or hazardous materials which exceed building codes of the facility in use, shelter selection guidelines in ARC 4496 and the Florida LRDM do not have to be considered.

*Space Allocation:* A total of 40 to 60 square feet of usable floor space per person is recommended in the calculation of shelter capacity. Unlike Risk and Host Shelters, Recovery Shelters may be required to accommodate evacuees for several weeks. Forty square feet is necessary to provide the living space that evacuees will need for long term sheltering.

*Operational Period:* From 72 hours after landfall and beyond.

*Essential Support Services:* Essential support services are available to sustain life and safety for several weeks if necessary. They include but are not limited to food, water, first aid, medical services, sanitation, security, communication and dormitory services to sustain life and safety for several weeks.

*Essential Equipment:* Essential equipment is available to sustain life and safety for several weeks including kitchen equipment, medical equipment, communications equipment, sanitation equipment, showers, forklifts, extra trash cans, dumpsters, television sets, recreational equipment, childcare equipment, technology equipment, etc.

*Essential Supplies:* Essential supplies are available to sustain life and safety for several weeks. The following essential supplies are on hand.

- |                          |                              |
|--------------------------|------------------------------|
| ➤ Nutritious meals       | Water, ice, soda and snacks  |
| ➤ Infant formula         | Disposable bottles           |
| ➤ Baby food              | Diapers                      |
| ➤ Pillows                | Blankets                     |
| ➤ Air mattresses         | Cots                         |
| ➤ Personal care products | Infant care products         |
| ➤ Medical supplies       | Toilet paper                 |
| ➤ First Aid Supplies     | Sanitation supplies          |
| ➤ Hand/bath towels       | Hand soap, antibacterial     |
| ➤ Caution tape           | Extra keys for user agencies |

Sanitation supplies will be needed in numbers that are several times the norm so that thorough sanitary conditions can be maintained to prevent the spread of infections. Most facilities store supplies for events that last 3 to 4 hours. The Recovery Shelter will operate 24 hours per day for several weeks. Caution tape is needed to discourage residents from entering prohibited areas.

**Special Needs Shelter (SpNS).** A Special Needs Shelter is a facility that shelters evacuees who are medically dependent with a physical or mental condition that requires management and supervision by a health care professional during the time of a disaster. The facility's intended use is established well in advance of the hurricane season. A Special Needs Shelter (SpNS) could be required inside of a Risk Shelter, Host Shelter or Recovery Shelter. The medical services are provided, when practical, in an environment that can help to sustain pre-disaster levels of health.

*Forecast Path:* The facility may lie inside or outside the forecast path and associated error cone of an approaching hurricane, depending on whether it is a SpNS within a Risk Shelter, Host Shelter or Recovery Shelter.

**SpNS as Risk Shelter:** A SpNS Risk Shelter is a facility that shelters medically dependent evacuees who cannot provide for or arrange their own transportation due to their limited ability to function and who were not able to be evacuated.

*Shelter Selection Guidelines:* The facility conforms to ARC 4496 shelter selection guidelines and the Florida LRDM shelter selection guidelines. Said designation does not imply that the facility is capable of affording complete protection or is free from hazards but only that it meets established minimum safety criteria.

*Space Allocation:* A total of 60 square feet of usable floor space per "client" is recommended in the calculation of shelter capacity. This allocation provides an allowance for care-givers.

*Operational Period:* The facility serves as a SPNS Risk Shelter starting 24 hours prior to landfall and 72 hours after landfall of a hurricane. It can convert to a SpNS Recovery Shelter if it does not sustain damage that inhibits its compliance with SpNS Recovery Shelter standards.

*Essential Support and Medical Services:* Essential support and medical services are available to sustain life and safety for a minimum of 72 hours after landfall. Essential support and medical services include but are not limited to food, water, sanitation, security, communication and dormitory services to sustain life and safety and SpNS medical services to properly manage and supervise various physical and mental health conditions.

*Essential Equipment:* Essential equipment is available to sustain life and safety and to properly manage and supervise various SpNS health conditions for a minimum of 72 hours after landfall. Generator auxiliary power is available in an amount sufficient to sustain life, safety and medical care. The generator must be independent of off-site utilities/infrastructure (e.g. water, fuel, etc.). Prepositioning of a portable generator and fuel supply may be required to supplement the load capability of the facility's generator. Essential equipment includes but is not limited to:

- AED's and wheel chairs
- External communication system

- SpNS medical equipment
- Forklift with 72 hour independent fuel source
- Sanitation equipment (extra trash receptacles, dumpsters)
- Independent source for generator fuel, for minimum 72 hours of use
- Generator power for:
  - Emergency lighting, adequate for proper medical care
  - Emergency electrical outlets with extension cords
  - Emergency paging/internal communications
  - Battery chargers for cell phones and radios
  - Television sets for news reports, including residents
  - Radios for news reports, including residents
  - Limited ventilation to maintain SpNS air quality
  - Water pressure to sustain restroom facilities
  - Essential SpNS medical equipment
  - Refrigeration for essential medical supplies
  - Ice machines for medical use

Facilities that have electrically powered automatic toilet and urinal flushers will have a unique problem in a power failure. Toilets must be fully operational to sustain sanitary conditions. If the toilets are not connected to the generator system or if they cannot be redesigned to be powered by batteries, facility management should arrange for portable toilets in advance.

*Essential Supplies:* Essential supplies are available to sustain life, safety and medical care for a minimum of 72 hours after landfall. Supplies such as pillows, blankets, air mattresses and personal care products are available for the special needs population. The following essential supplies should be on hand.

- |                                |                          |
|--------------------------------|--------------------------|
| ➤ MRE's (Meals Ready to Eat)   | Water                    |
| ➤ Infant formula               | Disposable bottles       |
| ➤ Baby food                    | Diapers                  |
| ➤ Pillows                      | Blankets                 |
| ➤ Air mattresses               | Cots                     |
| ➤ Personal care products       | Infant care products     |
| ➤ SpNS Medical supplies        | Toilet paper             |
| ➤ First Aid Supplies           | Sanitation supplies      |
| ➤ Hand towels                  | Hand soap, antibacterial |
| ➤ Caution tape                 | Extension cords          |
| ➤ Extra keys for user agencies |                          |

Sanitation supplies will be needed in numbers that are several times the norm so that thorough sanitary conditions can be maintained to prevent the spread of infections. Most facilities store supplies for events that last 3 to 4 hours. The SpNS Risk Shelter will operate 24 hours per day for as long as 4 days. Caution tape is needed to discourage residents from entering prohibited areas. Extension cords are needed to access emergency outlets in the event of power loss.

SpNS as Host Shelter: A SpNS Host Shelter is a facility that shelters medically dependent evacuees outside of a hurricane strike zone who are able to arrange their own transportation or are able to be evacuated by emergency officials.

*Shelter Selection Guidelines:* Shelter selection guidelines do not necessarily conform to all ARC 4496 shelter selection guidelines and the Florida LRDM shelter selection guidelines, but should conform to those related to storm surge and rainfall flooding.

*Space Allocation:* A total of 60 to 100 square feet of usable floor space per person is recommended in the calculation of shelter capacity. Circumstances may require different space allowances for a SpNS Host Shelter.

*Operational Period:* The facility serves as a SpNS Host Shelter starting 24 hours prior to landfall and until 72 hours after landfall of a hurricane. It may be converted to a SpNS Recovery Shelter after 72 hours.

*Essential Support and Medical Services:* Essential support and medical services are available to sustain life and safety for a minimum of 72 hours after landfall. Essential support and medical services include but are not limited to food, water, sanitation, security, communication and dormitory services to sustain life and safety and SpNS medical services to properly manage and supervise various health conditions.

*Essential Equipment:* Essential equipment is available to sustain life and safety and to properly manage and supervise various SpNS health conditions for a minimum of 72 hours after landfall. Generator auxiliary power is available in an amount sufficient to sustain life, safety and medical care. The generator must be independent of off-site utilities/infrastructure (e.g. water, fuel, etc.). Prepositioning of a portable generator and fuel supply may be required to supplement the load capability of the facility's generator. Essential equipment includes but is not limited to the following:

- AED's and wheel chairs
- External communication system
- SpNS medical equipment
- Forklift with 72 hour independent fuel source
- Sanitation equipment (extra trash receptacles, dumpsters)
- Independent source for generator fuel, for minimum of 72 hours of use
- Generator power for:
  - Emergency lighting, adequate for proper medical care
  - Emergency electrical outlets with extension cords
  - Battery chargers for cell phones and radios
  - Television sets for news reports, including residents
  - Radios for news reports, including residents
  - Limited ventilation to maintain SpNS air quality
  - Water pressure to sustain restroom facilities
  - Essential SpNS medical equipment
  - Refrigeration for essential medical supplies
  - Ice machines for medical use

Facilities that have electrically powered automatic toilet and urinal flushers will have a unique problem in a power failure. Toilets must be fully operational to sustain sanitary conditions. If the toilets are not connected to the generator system or if they cannot be redesigned to be powered by batteries, facility management should arrange for portable toilets in advance.

*Essential Supplies:* Essential supplies are available to sustain life, safety and medical care for a minimum of 72 hours after landfall. Supplies such as pillows, blankets, air mattresses and personal care products are available for the special needs population. The following essential supplies are on hand.

- |                                |                          |
|--------------------------------|--------------------------|
| ➤ MREs (Meals Ready to Eat)    | Water                    |
| ➤ Infant formula               | Disposable bottles       |
| ➤ Baby food                    | Diapers                  |
| ➤ Pillows                      | Blankets                 |
| ➤ Air mattresses               | Cots                     |
| ➤ Personal care products       | Infant care products     |
| ➤ SpNS Medical supplies        | Toilet paper             |
| ➤ First Aid Supplies           | Sanitation supplies      |
| ➤ Hand towels                  | Hand soap, antibacterial |
| ➤ Caution tape                 | Extension cords          |
| ➤ Extra keys for user agencies | Facility maps            |

Sanitation supplies will be needed in numbers that are several times the norm so that thorough sanitary conditions can be maintained to prevent the spread of infections. Most facilities store supplies for events that last 3 to 4 hours. The SpNS Host Shelter will operate 24 hours per day for as long as 4 days. Caution tape is needed to discourage residents from entering prohibited areas. Extension cords are needed to access emergency outlets in the event of power loss.

*SpNS as Recovery Shelter:* A SpNS Recovery Shelter is a facility that shelters medically dependent evacuees for an extended period of time outside of a hurricane strike zone or in the strike zone once the hurricane has passed. Medically dependent evacuees are able to arrange their own transportation or are able to be evacuated by emergency officials.

*Shelter Selection Guidelines:* As local conditions are not expected to present hazards such as surge inundation, rainfall flooding, high winds or hazardous materials which exceed building codes of the facility in use, shelter selection guidelines in ARC 4496 and the Florida LRDM do not have to be considered.

*Space Allocation:* The space allowance should be similar to that required for nursing homes and other medical residential facilities: 100 to 120 square feet per client (i.e., s. 420.3.2.2, FBC--Building).

*Operational Period:* It will be in operation from 72 hours after landfall and beyond.

*Essential Support and Medical Services:* Essential support and medical services are available to sustain life and safety for several weeks if necessary. Essential support and medical services include but are not limited to food, water, first aid, sanitation, security, communication and dormitory services to sustain life and safety and SpNS medical services to properly manage and supervise various medical conditions for several weeks.

*Essential Equipment:* Essential equipment is available to sustain life and safety and to properly manage and supervise various health conditions for several weeks. Essential equipment includes kitchen equipment, SpNS medical equipment, communications equipment, sanitation equipment, forklifts, extra trash cans, dumpsters, television sets, recreational equipment, childcare equipment, medical equipment, etc.

*Essential Supplies:* Essential supplies are available to sustain life, safety and medical care for several weeks. The following essential supplies are on hand.

- |                          |                              |
|--------------------------|------------------------------|
| ➤ Nutritious meals       | Water, soda and snacks       |
| ➤ Infant formula         | Disposable bottles           |
| ➤ Baby food              | Diapers                      |
| ➤ Pillows                | Blankets                     |
| ➤ Air mattresses         | Cots                         |
| ➤ Personal care products | Infant care products         |
| ➤ SpNS Medical supplies  | Toilet paper                 |
| ➤ First Aid Supplies     | Sanitation supplies          |
| ➤ Hand towels            | Hand soap, antibacterial     |
| ➤ Caution tape           | Extra keys for user agencies |

Sanitation supplies will be needed in numbers that are several times the norm so that thorough sanitary conditions can be maintained to prevent the spread of infections. Most facilities store supplies for events that last 3 to 4 hours. The Recovery Shelter will operate 24 hours per day for several weeks. Caution tape is needed to discourage residents from entering prohibited areas.

Recovery Center: A Recovery Center accommodates disaster responders such as the National Guard, Red Cross, utility workers, police officers, military personnel, etc. It can also serve as a distribution center for emergency supplies, medicine, etc. The Recovery Center does not include evacuees. Some facilities, however, may be large enough to serve as a Recovery Center while accommodating evacuees as a Host Shelter or Recovery Shelter.

*Forecast Path:* The facility lies outside the forecast path and associated error cone of an approaching hurricane.

*Shelter Selection Guidelines:* As local conditions are not expected to present hazards such as surge inundation, rainfall flooding, high winds or hazardous materials which exceed building codes of the facility in use, shelter selection guidelines in ARC 4496 and the Florida LRDM do not have to be considered.

*Space Allocation:* A total of 40 square feet of usable floor space per responder is recommended in the calculation of shelter capacity. Additional square footage is required for emergency supplies that are stored for distribution in the impact area.

*Operational Period:* It will operate from 24 hours before landfall and beyond.

*Essential Support Services:* Essential support services are available to sustain responder services for several weeks if necessary. Essential support services include but are not limited to food, water, first aid, sanitation, communication and dormitory services to sustain life and safety for several weeks.

*Essential Equipment:* Essential equipment is available to sustain responder services for several weeks including kitchen equipment, medical equipment, communications equipment, sanitation equipment, forklifts, extra trash cans, dumpsters, television sets, recreational equipment, etc.

*Essential Supplies:* Essential supplies are available to sustain responder services for several weeks. The following essential supplies are on hand.

- |                          |                              |
|--------------------------|------------------------------|
| ➤ Nutritious meals       | Water, soda and snacks       |
| ➤ Infant formula         | Disposable bottles           |
| ➤ Baby food              | Diapers                      |
| ➤ Pillows                | Blankets                     |
| ➤ Air mattresses         | Cots                         |
| ➤ Personal care products | Toilet paper                 |
| ➤ First Aid Supplies     | Sanitation supplies          |
| ➤ Hand towels            | Hand soap, antibacterial     |
| ➤ Caution tape           | Extra keys for user agencies |

Sanitation supplies will be needed in numbers that are several times the norm so that thorough sanitary conditions can be maintained to prevent the spread of infections. Most facilities store supplies for events that last 3 to 4 hours. The Recovery Center will operate 24 hours per day for several weeks.

## Conclusion

Proper sheltering starts with Facility Managers who are based in hurricane prone areas consulting with their local and state OEM to discuss government’s intended use of their facility before, during or after a hurricane. Advanced notice is required for the planning and preparation that must accompany each intended use. Essential equipment and supplies must be purchased or pre-arranged with the local and state OEM. The Facility Manager also needs time to coordinate with the American Red Cross, non-profit agencies, and faith-based organizations that will provide many of the essential support services.

Mega-shelters must exceed the expectations of their residents. The closer the mega-shelter is to the hurricane strike zone the more difficult it will be to amass essential security resources. To adequately prepare for major disasters that lead to the activation of arenas, stadiums, convention centers and performing arts centers as mega-shelters, Facility Managers must start preparations far in advance of the hurricane season. When necessary, they should aggressively pursue government officials and insist that the intended use of their facility be determined before the disaster occurs.

Exceeding resident expectations is crucial to the security program that is likely to be understaffed in the first week of a major disaster. Practicing effective crowd control, protecting life and providing safety are all enhanced when resident expectations are exceeded.

# MEGA-SHELTER ACTIVATION

## Introduction

The activation of arenas, stadiums, convention centers and performing arts theaters as mega-shelters is critical to saving lives and protecting large numbers of citizens who are displaced by a major disaster. Major facilities will be activated when disasters are large in scope and require more than church halls or school gymnasiums to adequately shelter evacuees. Major disasters require enormous government resources and substantial public and private infrastructure to serve large numbers of citizens in a short period of time utilizing highly trained, experienced professionals. Arenas, stadiums, convention centers and performing arts theaters are facilities that have the personnel and the expertise to meet such challenges. They are staffed with highly trained professionals who know how to manage large numbers of people in a controlled, safe and secure environment.

Facility Managers must know how government will activate their facility as a mega-shelter in response to a major disaster. They should study IAAM *Mega-Shelter Best Practices Guidelines*, meet with the appropriate government authorities, and if necessary insist that their intended use be determined far enough in advance of the hurricane season to allow for proper planning. They should also insist that government's intended use be rational and realistic.

Hurricanes Katrina and Rita exposed the need for well-defined command and control systems. Many mega-shelters did not have clear lines of authority, and some Facility Managers lacked the control that is customary in the industry. In general, their expertise was underutilized. IAAM *Mega-Shelter Best Practice Guidelines* specify that Facility Managers will control mega-shelter operations. Non-profit relief agencies like the American Red Cross will only have the same level of control as other major events in the assembly management industry.

Major facilities are a critical part of the disaster response infrastructure. In a major disaster, their professional staffs provide critical support in the first response as operators of mega-shelters. Facility Managers must prepare their staffs to operate mega-shelters while coping with the emotional and personal strain that major disasters will have on individual staff members. Facilities that operate as mega-shelters in a hurricane strike zone should require their staff to develop prearranged evacuation plans for personal family members. They will not have time to do so as the major disaster unfolds.

The storms of 2005 demonstrated the need for nationally recognized mega-shelter classifications, definitions and standards. Government authorities need them to guide their use of major facilities as mega-shelters. The Louisiana Superdome, for example, was used as a Refuge of Last Resort but functioned more like a Risk Shelter. If nationally recognized mega-shelter standards had been established before Katrina, Facility Managers at major facilities like the Superdome and the New Orleans Convention Center could have made the appropriate preparations and changes to provide safe, secure shelters for evacuees.

IAAM is partnering with DHS, FEMA and ARC to establish nationally recognized mega-shelter guidelines. When major facilities are activated, Facility Managers must know whom to contract with, how to get reimbursed for expenses, who has liability and how to recover from shelter operations. In response to the call to shelter evacuees of Hurricanes Katrina and Rita, several major facilities stopped their business operations and cancelled events. Many did not have a tax base and were unable to generate revenues to make payroll and to pay the expenses of operating the shelter. In secondary and tertiary markets this was especially problematic due to the inability of local government to fund the operation. Cleaning and custodial costs ran several thousand dollars per day when hospital sanitation standards were required to prevent the spread of infectious diseases. In many cases, cash reserves were not sufficient to sustain the shelter operation beyond the immediate response. Through its partnerships with DHS, FEMA and ARC, IAAM hopes to establish nationally recognized guidelines in time for the next hurricane season that will guide Facility Managers in future disasters.

## Mega-Shelter Activation Process

Actions Prior to Activation: The Superdome was designated a Shelter of Last Resort by government officials but actually served as a Risk Shelter when a category 5 hurricane was approaching. It was built to withstand no more than a category 3 storm and was vulnerable to flooding in the event of a direct strike. The Facility Manager's vulnerability occurs at the moment government decides how to use a major facility during a hurricane disaster. Facility Managers (FM) should play an active role in the decision making process. FM's can be guided by the following steps as the decision making process evolves.

- Determine the structural capabilities of the facility in a category 1-5 hurricane. FM should obtain a copy of the facility's plans and specifications and consult with a structural engineer to determine the hurricane rating of their facility prior to the hurricane season, especially if the facility is located in a hurricane prone area.
- Determine the resident capacity of the facility when operating as a mega-shelter. FM should consult with the Fire Marshall when developing mega-shelter configurations. Configurations should be designed for the comfort of shelter residents and for the efficient flow of multiple services.
- Assess the liability of mega-shelter operations and the insurance that is required. FM should consult with an insurance agent to determine if the facility is covered when operating as a mega-shelter during a major disaster that has been declared a "state of emergency."
- Establish the command and control system that will be used to operate the mega-shelter. FM should study IAAM *Mega-Shelter Best Practice Guidelines for Shelter Operations* to determine how the mega-shelter command and control system works. FM should understand how this system is integrated into the city/county OEM command and control system. FM should meet with the regional Red Cross representative to discuss the ARC's role in the mega-shelter operation.

- Identify the materials and personnel resources that are necessary to operate the shelter. Learn how the Office of Emergency Management (OEM) will secure pillows, blankets, cots and other items for shelter residents. Determine the resources that will be available through the regional Red Cross office and other non-profit agencies.
- Establish who is responsible for reimbursing the facility for the cost to operate the shelter and the cost to recover from shelter operations. Determine the role of the government authority that activates the mega-shelter in recovering operating and recovery costs and in funding the operation over an extended period of time.
- Identify the shelter partners that will assist in the response. Meet with their point people and discuss their roles and how they will be integrated into the command and control system.
- Determine who the facility will contract with for mega-shelter operations once ordered to do so by government. Prepare a sample contract to present to the contracting party for review and discussion. If possible, initiate the contract and have it executed upon the facility's declaration as a mega-shelter.
- If necessary, negotiate contractual terms with the appropriate contracting party that protects the facility's interest in recovering all cost and in protecting against liability.
- Consider event specific insurance for the mega-shelter operation in the event the contracting party is not able or is unwilling to provide it. Given the uncertain timing of a natural or man-made disaster, the contracting party may not be able to provide event specific insurance when residents start arriving.
- Determine the governmental entity that is likely to order the conversion to mega-shelter operations.

Addressing these issues early in the activation process will avoid many complications. It will be impossible to address these as the major disaster unfolds and activation orders are received.

If a major facility is in a potential hurricane strike zone, the Facility Manager (FM) should be assertive in learning local and state government's intended use. If government officials require a major facility to be a Risk Shelter, the FM should determine if it meets ARC 4496 Hurricane Shelter Guidelines and the Florida LRDM Criteria (see the section on shelter classifications). If the facility does not meet these guidelines, the Facility Manager should report this determination to local and state OEM immediately in writing. The communication should clearly state the risk to evacuees and staff. A "face to face" meeting with the appropriate authorities is strongly recommended to avoid the improper use of the facility.

Who Activates a Major Facility. The Office of Emergency Management (OEM), in coordination with local government, will activate a major facility as a mega-shelter in response to a major disaster. The Department of Homeland Security (DHS) works closely with local and state agencies in a major disaster.

If the disaster is not major, DHS may not be involved, and the response will be limited to local and state OEM's. If the disaster is major, the Governor will request the services of DHS/FEMA through the Office of the President using the following disaster declaration process.

1. The Governor of a state makes a request for the President to declare a major disaster through a regional FEMA/EPR office.
2. The state submits a Preliminary Damage Assessment (PDA).
3. In an obviously severe or catastrophic event, the Governor's request may be considered before the PDA is submitted.
4. The Governor executes the state's emergency plan.
5. The Governor must certify that disaster expenditures will comply with all applicable state-federal cost-sharing requirements.
6. The President declares a major disaster to have occurred or a state of emergency to be in effect.
7. FEMA Disaster Assistance Guidelines must be followed for federal reimbursements to occur. Disaster specific guidelines will follow after the Presidential declaration.
8. FEMA reimburses a minimum 75% federal share of eligible cost unless the President, in his declaration, authorizes a higher percentage, as was done for Hurricanes Katrina and Rita, which are at a 100% reimbursement rate through June 30, 2006. This was the first time that the reimbursement rate was placed at 100%.

The American Red Cross (ARC) may approach a facility directly when it needs to use a major facility as a shelter. ARC works through its regional chapters and the county Offices of Emergency Management (OEM). It is guided by its Congressional Charter but functions independent of government. It works closely with DHS and state and local government agencies when responding to disasters.

The Activation Process. Major facilities can become shelters when government directs them to do so or when the American Red Cross makes a request. State government has the authority to commandeer a major facility for conversion to a mega-shelter. Local government may have similar authority under the appropriate emergency proclamation. When facilities are commandeered by government, the responsibility for liability and reimbursement is placed on government. Most states have an Office of Emergency Management (OEM) that oversees other OEM's at the county level. County OEM's are required to develop and execute emergency preparedness plans that include a shelter strategy. When the Governor declares a state of emergency, state OEMs direct county OEM's to execute their plans. This is the point at which a Facility Manger could be required to activate his/her facility as a mega-shelter.

A major facility may also be asked to respond to a request from a city or state governmental unit or the ARC to voluntarily become a shelter. Depending on the magnitude of the emergency, the pressure to accede to such a request could be overwhelming. Once the order is given or the voluntary action is made, the facility will be required to contract for mega-shelter operations. The ownership of the facility is a determining factor as to the contracting party.

A facility that is a separate government entity will contract as follows:

- With the governmental entity that is ordering the mega-shelter conversion, most likely the city/county. The facility can use the Intergovernmental Agreement or Cooperative Endeavor Agreement in Appendices A and B as a guide. FEMA Disaster Assistance Guidelines for the storms of 2005 were more favorable to facilities when they were classified as contractors of city/county government.
- With the ARC, after they approach city/county government and OEM about mega-shelter operations. Facility Managers should use their standard facility agreement. (Appendix C is a guide.) This agreement places ultimate control of the facility under the authority of the Facility Manager, and it uses contract terms that are standard in the industry. IAAM is negotiating with ARC to use contracts that are standard in the industry and not the ARC Facility Use Agreement (Appendix D) that is intended for small shelters like churches and schools.

A facility that is a department of state, county or city government will contract as follows:

- The governmental unit in which the facility is a department may contract directly with the authority that ordered the conversion to mega-shelter operations. (The contracts that are in Appendices A and B are guides.) During Katrina and Rita, some local governments activated mega-shelters without contracts and approached FEMA directly for reimbursements.
- The governmental unit should use Appendix C as a guide for contracting with non-profit agencies such as the American Red Cross.

A facility that is a private sector entity will contract as follows:

- The private sector facility should use their standard facility contract in Appendix C as a guide.
- The contract should incorporate the FEMA Disaster Assistance Guidelines that govern private sector facilities, which are more favorable. They provide more latitude for the private sector facility in the recovery of expenses.

IAAM will attempt to establish national ARC contract standards to address the needs and concerns of its members. FM's should begin contract discussions with their local and state governments well before hurricane season arrives. If FEMA is ultimately responsible for reimbursements, a contract will improve the facility's ability to recover its mega-shelter costs. In

the storms of 2005, many facilities were not provided contracts when activation orders were given.

IAAM will meet with FEMA to negotiate a national standard for mega-shelter reimbursements. All parties must consider the classes of expenses to be reimbursed so that a fair return to the facility can be achieved at a reasonable cost to the government. Facilities generally have no tax base and must self-generate their operating revenues through event activity. At a minimum, mega-shelter costs should be covered to the extent necessary for the on-going economic viability of the facility. Contracting parties should also provide the facility with the cash-flow that is needed to operate over an extended period of time.

## **Conclusion**

Planning the disaster response in advance will help create a seamless operation when a major facility is converted to a mega-shelter. Facility Managers can facilitate such planning by using IAAM's *Mega-Shelter Best Practice Guidelines* as the basis for interacting with the appropriate government authorities. Don't be shy. Be determined. Be direct. Be assertive. The lives that come to your doorstep will depend on it.

IAAM is working to protect the interests of its members in the activation and operation of mega-shelters. Updates to the *Best Practice Guidelines* will be released as progress is made in deliberations with the Department of Homeland Security, Federal Emergency Management Agency, Department of Health and Human Services, and the American Red Cross.

# MEGA-SHELTER CONTRACTS LIABILITY AND REIMBURSEMENTS

## Introduction

Prior to Hurricanes Katrina and Rita, evacuation shelters were mostly limited to small facilities such as churches and schools. The ARC Facility Use Agreement that was in effect during the 2005 storms, an agreement that had been designed for use with churches and schools, proved to be inadequate for mega-shelter facilities. Some major facilities were not given written contracts when government mandated their conversion. There were no national contract standards for the reimbursement of mega-shelter expenses. The American Red Cross and FEMA did not have established mega-shelter guidelines for reimbursement of usage fees, food operations, custodial services requiring hospital sanitation standards, extensive security and medical programs, utilities and recovery costs.

Additionally, ARC and FEMA were not prepared for the tremendous burden placed on major facilities when several months of events had to be canceled. They did not anticipate paying usage fees/rent in the amounts required for mega-shelter usage. Although IAAM is working diligently to resolve reimbursement issues, many facilities are still waiting for the outcome of usage fee reimbursement appeals. They need these reimbursements to cover expenses that are usually compensated by the numerous events that are cancelled because of mega-shelter operations.

Oral activation orders that were not supported by written contracts exposed facilities to significant liability. Some facilities were able to cover their exposure using existing liability coverage. Others were not able to do so and were vulnerable. It was not known if FEMA, state or local government would protect them from their exposure. As the next hurricane season approaches, Facility Managers should prepare an appropriate mega-shelter contract and negotiate its use with the governing authority that will activate the mega-shelter operations. The shelter contract, the facility's insurance and the additional insured requirements on the user of the facility should protect the facility from financial loss and liability exposure.

## Shelter Contracts

The Katrina-Rita disasters demonstrated the importance of negotiating contracts before disasters occur so that mega-shelter operations run smoothly, expenses are reimbursed and liability is addressed. The facility will not be able to do this as the disaster unfolds. Therefore, mega-shelter contracts should be entered into and signed prior to evacuees being permitted into the facility. Start contract discussions before the hurricane season and try to have them executed in advance so that they are activated upon shelter declaration.

IAAM is negotiating with ARC and FEMA and is pushing for mega-shelter operating costs to be fully reimbursed. The entity that contracts with the facility should arrange for FEMA to advance the funds that are needed to operate the shelter for disbursement to the facility as needed. The

disbursement of funds to the facility should be in accordance with the reimbursement guidelines in the contract and the FEMA Disaster Assistance Guidelines currently being negotiated by IAAM.

The following mega-shelter sample contracts are benchmarks for contracting with the government entity that orders the conversion of a facility to a mega-shelter or with non-profit agencies such as the American Red Cross. They serve as examples only. Facility Managers should review their own facility contracts and negotiate provisions that may be unique to their situation or state. In addition, they should further negotiate any applicable provisions that are normally in their event contracts. They should treat the timely negotiation of the mega-shelter contract as the highest priority.

- Appendix A is a sample Intergovernmental Agreement between a city/county and the state when the city/county is owner and operator of the facility and the facility is a department of city/county government. This contract can place the responsibility for liability of the mega-shelter operation with the state. City/county government should require liability insurance that names it an additional insured.
- Appendix A is a sample Intergovernmental Agreement between the facility and the city/county when the facility operates as a separate entity and when the city/county pays the cost of additional event insurance coverage. The FEMA Disaster Assistance Guidelines are more favorable to facilities that contract with government to operate mega-shelters.
- Appendix B is a sample Cooperative Endeavor Agreement between the facility and the city/county when the facility operates as a separate entity and when the city does not assume liability for the mega-shelter operations. The Cooperative Endeavor Agreement provides for a joint agreement to operate the mega-shelter. Under such circumstances it is imperative that the facility purchase event insurance and name the city as an additional insured.
- Appendix C is a sample Facility Lease Agreement that should be used to contract with a non-profit entity such as the American Red Cross. This contract is not the standard ARC shelter agreement (Appendix D) but is consistent with the standard Facility Lease Agreement that is customarily used in the industry. IAAM is advocating that Red Cross use the standard industry Facility Lease Agreement when contracting with major facilities for mega-shelter operations.
- If the facility is privately owned, then a standard industry contract should be done directly with FEMA, the state or the city/county. FEMA Guidelines are more lenient when the contract is with a privately owned facility. Some of the provisions that are included in Appendices A, B and C should be included in the private sector contract. The Stafford Act permits more favorable contracts with a private party and will consider revenues lost from cancellations. Privately owned facilities should study the Stafford Act and the FEMA Disaster Assistance Guidelines and adjust the standard industry contract to incorporate more favorable reimbursement guidelines for private sector facilities.

Note that the contracts in the appendices have provisions preserving the control of the Facility Manager in the operation of the mega-shelter. They also provide for employment of the regular full-time staff and the recovery of all shelter expenses. IAAM will continue negotiations with FEMA to classify usage fees, full time staff who are involved in the operation, utility costs, recovery costs and all other reasonable costs of operating the mega-shelter as reimbursable in the FEMA Disaster Assistance Guidelines. Facility Managers should add any necessary additional provisions to adequately address items specific to their state such as liability insurance.

## Shelter Liability

If the state or city commandeers a major facility, then the liability of the state or city is clear and the facility will be released from exposure, probably including a defective condition of the facility that is often a non-delegable duty of the “landowner.” The FM should advocate a contract that clearly passes liability to the governmental entity that is commandeering the facility and that employs the normal and usual facility staff.

If the Facility Manager remains in control of the facility while it is under contract as a mega-shelter, the facility will be included in any lawsuit filed for injury to a person living in the shelter or working in the shelter. Additionally, several groups will be on site over which the Facility Manager will have only limited control. For example, it is likely the Red Cross or Faith Based Organizations will be partially operating the shelter in the facility and the National Guard is likely to support the security operation. Local non-profits may also provide volunteers. Social Security or welfare administrators will take offices within the facility. Any of these groups might negligently cause an accident resulting in a suit in which the facility will be included. This is particularly true if the facility’s “continued area” of control can in some way be associated with the accident. As a result, the facility should evaluate the adequacy of the limits of its insurance coverage. If needed, additional event specific limits should be purchased and treated as a cost of the shelter operation, especially if the contracting party does not provide insurance coverage.

Organizations and other groups providing shelter related activities, like the Red Cross, Faith Based Organizations, and National Guard, will have their own liability but will also expose the facility, since the Facility Manager remains in overall control. Normally, the appropriate vendor contract with each of these groups would be appropriate. However, the facility will probably be unable to negotiate contracts with such shelter groups due to the enormity of a major disaster. Each one is necessary to provide the essential services in a mega-shelter. Sufficient insurance limits should be acquired by the Facility Manager to protect the facility.

In response to a major disaster, many volunteers will come to the mega-shelter to give assistance. Most will be local and others could be from outside the country. Some of the Katrina-Rita medical responders came from Hawaii to assist evacuees. Good Samaritan laws prevent rescuers who voluntarily help victims from being successfully sued for wrongdoing. Every state has its own version. While such laws may protect the individual volunteer, it is not clear that such laws will protect the facility from liability exposure. Facility Managers should always exercise due

diligence when relying on professional volunteers. The local medical community, for example, should be asked to assist facility management in credentialing volunteers who present themselves as health care professionals so that qualifications can be verified.

## Shelter Reimbursements

Eligible reimbursements are determined by the FEMA Disaster Assistance Guidelines, which are subject to the Stafford Act that originated in 1988. The Stafford Act was enacted to help state and local governments respond to disasters that are major in scope and beyond the capabilities of their resources. The Federal Emergency Management Agency (FEMA), which is now part of the Emergency Preparedness and Response Directorate of the Department of Homeland Security, is responsible for administering the Disaster Assistance Guidelines.

FEMA Disaster Assistance Guidelines fall under three general categories: individual assistance, public assistance and hazard mitigation. The last two affect mega-shelter reimbursements. Public assistance reimbursements, which fall under Category B, emergency protective measures, and category E, public buildings and contents, cover mega-shelter operating costs and recovery costs. Eligible applicants include state governments, local governments, sub-divisions of the state, and private sector facilities that provide services pursuant to a governmental request. Hazard mitigation provides the facility an opportunity to abate future losses by addressing vulnerabilities that are discovered in current disasters.

Federal, state and local personnel will work as a team to document eligible costs of the mega-shelter. They will prepare a Project Worksheet (PW) to submit to FEMA for reimbursement. Facility Managers play an integral part in assisting the team in its preparation and submission of PWs during the sheltering operation and recovery period. They will assist the PW team by doing the following:

- Prepare a comprehensive cost estimate of the mega-shelter operation in sufficient detail to allow the PW Team to determine eligibility.
- Prepare written validation when eligibility has been granted. During a major disaster it will be almost impossible to secure written approvals from government officials and agencies. When verbal approvals are provided, the FM should send written correspondence recounting the meeting, attendees and person granting eligibility.
- Regularly interact with the PW Team to keep abreast of government's intentions as to the length of time it expects the mega-shelter to operate.
- Provide the PW Team a list of events that must be canceled while the mega-shelter is in operation and while the recovery period takes place. Recovery time will be required for repairs, wall-to-wall sanitizing and maintenance.
- Submit weekly reimbursement requests to the PW Team, which will then submit them to FEMA. It reviews and approves the PW and obligates the federal share of the costs, which cannot be less than 75%. The federal share for Hurricane Katrina

and Rita is 100% through June 2006 due to a declaration of the President that was previously unprecedented. FEMA obligates funds to the state, which then disburses to sub-grantees such as city/county government, which then disburses to the mega-shelter facility when it is a separate entity.

- Document any damage with photographs or video and develop the recovery program as the mega-shelter operation is occurring. Pre-mega-shelter video and documents should also be on hand to validate conditions before shelter operations began. The FM should provide regular updates to the PW Team to keep it aware of developments, especially event cancellations and recovery program details/timelines. The FM should regularly update the PW Team as to the period of time it expects the facility to be out of normal operations. The FM should send written correspondence to the PW Team to document the updates.

The PW Team should include a representative of the entity that the facility is contracted with. For example, if the facility is contracted with the American Red Cross, their representative should be included in all of the meetings and all correspondence. In a major disaster the American Red Cross may not have the capacity to reimburse all mega-shelter operating and recovery costs. FEMA could still be the entity that reimburses most costs. All those who may be responsible for cost reimbursements should be included in written correspondence and updates.

The Disaster Assistance Guidelines are broadly written and are not disaster specific. However, when a disaster occurs and the President provides a declaration, FEMA will issue a Disaster Specific Guide for eligible emergency sheltering costs. These guidelines may not necessarily be consistent with the guidelines of the previous disaster. Members of the PW Team should be informed immediately of newly released Disaster Specific Guidelines (DSG). In the case of Hurricane Katrina, the DSG was not submitted until September 9, 2005, eleven days after the disaster. Some of the mega-shelter facilities had already incurred over \$1 million in operating costs. The first ten days of the disaster are the most intense and the most costly. Custodial expenses, for example, can run \$22,000-\$25,000 per day when hospital sanitation standards are required throughout the mega-shelter to prevent the spread of infectious diseases. In the first eleven days of the Katrina disaster, FM's were completely exposed and did not have a clear understanding of how or whether their mega-shelter expenses would be reimbursed.

FEMA authorized the following Category B sheltering costs for Hurricanes Katrina and Rita in its Disaster Specific Guidelines and in reimbursements that have been approved to date. These may not, however, apply to future disasters.

- Facility modifications to provide the necessary sheltering services such as showers, food preparation, health care, etc.
- Additional equipment needed for such services. FEMA prefers that additional equipment be rented if available. If it is purchased, FEMA may only reimburse a portion of the cost.

- Facility lease or rental cost during the sheltering phase. FEMA has rejected the payment of rental costs during the recovery phase. This is currently on appeal. Facilities should use their standard rental rates based on a 24/7 usage to calculate rental cost. The standard rental rate sheet must be provided as source documentation to the PW Team. Payment of usage fees is critical to the on-going economic viability of a major facility in light of the numerous events that are canceled to convert to mega-shelter operations. IAAM urges FEMA to classify usage/rental fees as reimbursable.
- Site security and safety, including equipment that is needed to provide such services.
- Essential transportation to shuttle evacuees to and from medical clinics, post offices, banks, shops, schools and other essential trips.
- Phone banks for evacuees.
- Internet service to aid in disaster assistance.
- Technology services for evacuee registration, identification cards, etc.
- Supplies and commodities for items such as cots, towels, washcloths, linens, blankets, pillows, personal comfort items, food, water, generators, television sets, radios, washer, dryer, etc.
- Laundry services for evacuees.
- Equipment fees for facility owned equipment. FEMA issues rental rate guides that can be accessed on its website.
- Meal preparation cost or food catering cost.
- Security and fire protection costs for 24/7 operation.
- Custodial cost including cost to maintain hospital sanitation standards to prevent the spread of diseases.
- Waste disposal costs.
- Shelter management costs inclusive of administration and logistical coordination.
- Other essential services such as medical staff for emergency care, including mental health, and the cost of a Public Information Officer. Nursing services for first aid assessment, medical referral, health information, individuals with chronic care

needs, shelter sanitation, monitoring of abusive conditions and supervising volunteer and paid medical staff are also eligible.

- Special needs health care such as transportation, triage, tests and medications to stabilize patients.
- Vaccinations when administered to protect the health and safety of the shelter population and emergency workers.
- Cleaning and restoration to maintain the facility, to make minor repairs to return to pre-shelter condition and major repairs to repair damage that was caused by the shelter operation.
- Transportation to transfer shelter residents to temporary housing, back to their point of origin when shelter becomes available in that location, or to another location.
- Activities of the Emergency Operation Center that is associated with the sheltering operation.
- Shelter related travel costs for employees.
- Utilities during the sheltering operation but not during the recovery period. FEMA has rejected utility costs during the recovery period. IAAM urges FEMA to classify utility cost during the recovery as eligible.

Personnel costs will make up a substantial portion of the shelter operating budget. For some facilities, personnel costs accounted for 40% to 50% of overall shelter cost for Katrina and Rita. Personnel costs will include full time, part time, salaried, hourly, and overtime cost in the following major departments.

- Administration
- Food & Beverage
- Maintenance
- Production
- Facility Services
- Security
- Engineering

Mega-shelter operations require the use of full time staff to respond to the tremendous needs of evacuees. As the disaster unfolds, Facility Managers can expect normal operations to be shut

down and for full time staff to be reassigned shelter responsibilities to address the critical needs of shelter residents. For Katrina and Rita, FEMA reimbursed the cost of regular full time payroll only when the mega-shelter was a separate entity from city or county government, the sub-grantee of the state. It did not reimburse for regular full time payroll costs when the mega-shelter facility was a department of city/county government.

FEMA classified the overtime cost of full-time employees as eligible for reimbursement. Overtime costs for salaried full-time employees were approved if the facility's policy was to pay overtime to salaried employees or if a resolution of the governing body was established in advance of a hurricane that required payment of overtime to salaried employees in the event of an emergency operation. Full-time hourly employees did not require such a resolution.

FEMA also did not treat rental fees and utility costs as eligible for reimbursement when incurred during the recovery period. This decision is currently on appeal. When FEMA declares certain costs ineligible, the Facility Manager can appeal. Some facilities are also appealing the 3% cap on professional fees of the recovery program.

## Business Interruption Insurance

When a disaster strikes, like Hurricane Katrina, the survival of many businesses including public assembly facilities are contingent on receiving timely payments from their business interruption carrier. In general, "business interruption coverage operates to compensate the business for losses stemming from the business interruption: lost profits, loss of earnings, and continuing expenses during the period of repair or restoration of property damaged or destroyed by reason of a covered peril."<sup>1</sup> Coverage may extend for a reasonable period of time required to repair the facility.<sup>2</sup> An insured "is entitled to recover the actual loss of business income during the period of time necessary to restore the business premises."<sup>3</sup> Business interruption insurance is intended to return to the insured's business the amount of profit it would have earned had there been no interruption of the business or suspension of operations. In addition to business interruption insurance, related insurance provisions such as contingent business interruption coverage, civil authority coverage and leader property coverage should be considered. It is important to note, under what category of rights the courts may construe insurance policies. Insurance policies are construed under the well settled law of contract claims. Whether the contract language in the policy is ambiguous is a question of law that a court may examine in the context of the entire agreement.

Under the general interpretation of business interruption insurance, the business is usually protected against losing "net profits." In other words, the facility or business must actually make a profit to collect on the policy. In many cases where the business did not produce actual "profits," including fixed charges and expenses, the courts will not put the business or insured in a better economic position from having its business interrupted than if no interruption had taken

<sup>1</sup> 11 Couch on Insurance (3d ed.1998) ¶ 167:9, p.167-14.

<sup>2</sup> Id., ¶ 167:18, p.167-23; see Annot., Business Interruption Insurance (1996) 37A.L.R. 5<sup>th</sup> 41, 213-217, ¶¶ 46-48

<sup>3</sup> *Dictiomatic, Inc. v. U.S. Ftd. & Guar. Co* (S.D. Fla. 1997) 958 F. Supp. 594, 602.

place.<sup>4</sup> Thus, facilities that receive appropriated funds (tax dollars), private contributions or donations from other sources may want to specifically define what income stream they want to insure. For instance, instead of "net profits" for a business interruption policy, a convention center may want to protect or insure "gross revenues generated from leased space and utilities" or other revenues.

Another required element of business interruption insurance is that there must be a suspension of business operations in order for the policy to cover the loss of profits. Some policies may cover the insured for a partial loss of business facilities, but facility managers should check the policy language before paying the premium. Know what is covered under the policy. For instance, if the business remains open even though there is water damage or theft of major equipment, most courts will rule that the language in the policy requires the business to cease all operations.

In a recent business interruption insurance case involving the terrorist attack on the World Trade Center ("WTC") on September 11, 2001, ABM Industries ("ABM"), an engineering, lighting and janitorial service contractor for the entire WTC, was insured against business interruption by Zurich American Insurance ("Zurich").<sup>5</sup> ABM claimed that it lost all income from WTC and 34 buildings in lower Manhattan. ABM essentially operated the HVAC systems, an on-site call center, common areas and the physical WTC buildings. ABM had 800 employees at the WTC and had contracts with the Port Authority, Silverstein Properties and nearly all of the WTC tenants. The policy covered "real and personal property, including but not limited to property owned, controlled, used, leased, or intended for use by the insured" with a blanket limit of \$127,396,375.00 and sub limits for other clauses. The case was appealed by ABM after the District Court ruled that ABM's claim arose under the Contingent Business Interruption clause, which had a limit of \$10 million dollars. The District Court ruled that the Contingent Business Interruption clause applied because the damage was to the property not operated by ABM.

On appeal, the United States Court of Appeals for the Second Circuit reversed the lower court and held that the clause "real and personal property, including but not limited to property owned, controlled, used, leased, or intended for use by the insured" was broad enough to cover an "insurable interest" under New York insurance law and that ABM did not need a "property interest" in the WTC by owning or leasing the WTC to have coverage, but that the words controlled and used is what ABM actually did at the WTC. The Court of Appeals stated that "The terms of the insurance policy, however, do not limit coverage to property owned or leased by the insured. To the contrary, the policy's scope expressly includes real or personal property that the insured 'used,' 'controlled' or 'intended for use.'" Therefore, the larger blanket limit of \$127,396,375.00 was available to ABM.

Contingent business interruption insurance ("CBI") protects the earnings of a facility following the physical loss or damage to the property of a third party. This usually includes an insured's suppliers, customers or related property. This type of clause does not cover the loss profits from the damage to the insured's own property or property operated by the insured. Usually, the physical damage takes place at some location other than the insured's property. CBI coverage is a relatively new development in insurance law and its scope has not been fully delineated by the courts. For example, in the above ABM case, the Court of Appeals ruled that the CBI clause did

<sup>4</sup> *Hotel Properties, Ltd. v. Heritage Ins. Of America*, 456 So.2<sup>nd</sup> 1249 (Fla. App. 3 Dist., 1984).

<sup>5</sup> *Zurich American Insurance Co. v. ABM Industries, Inc.* No. 04-0445-cv (Fed. 2<sup>nd</sup> Cir. Feb. 9, 2005).

not apply to ABM because ABM "controlled" the property and the business interruption clause applied to the loss. Of course, this ruling was better for ABM because there was a limit of \$10 million on the CBI coverage.

In addition to the above, there are other related clauses to the business interruption clause. For example, there is the civil authority clause where a "civil or military authority" issues an order or action that prohibits or prevents the facility from operating its business. The insured may claim under this type of clause that it lost business income from the actions of the civil authority. Also, there is a "leader property" clause where the insured attracts business from another business in the same area or vicinity as the insured. For example, a small retail store may purchase this insurance to cover losses if a major retail tenant (Macy's) closes its doors because of a fire or some other cause. Facility managers should review their business interruption policy to make sure they are properly insured.

## Conclusion

Major facilities like arenas, convention centers, stadiums and performing arts theaters self-generate their operating revenues. Most of these facilities do not have a tax base to sustain their operations when mandated to convert to mega-shelter operations. The FEMA Disaster Assistance Guidelines provide valuable information to Facility Managers. They must know how to fund their operations when required to convert to shelter operations. Mega-shelter operations cost several thousand dollars per day in the initial phase of a disaster. Hurricanes Katrina and Rita exposed the need for national reimbursement standards. Facility Managers must know how to sustain their operations over an extended period of sheltering and recovery.

Facility Managers should remain in close contact with their local Office of Emergency Management to learn of any new guidelines for mega-shelter cost reimbursement. Currently, FEMA is requiring the completion of the NIMS Certification training program to be eligible for shelter cost reimbursement in FY 2007. All mega-shelter personnel with a direct role in shelter operations must complete the NIMS training in FY 2006.

Managers should also communicate with one another to share information. During Hurricanes Katrina and Rita many Facility Managers were given different interpretations of the FEMA Disaster Assistance Guidelines by FEMA field representatives whose decisions varied by region. By communicating with each other, Facility Managers were able to recover costs that had previously been denied by their respective field representatives.

Many problems can be avoided by making decisions and resolving problems well in advance of the hurricane season. Using the proper contract, contracting with the right party and fully understanding the FEMA Disaster Assistance Guidelines are important steps in recovering the cost of mega-shelter operations.

# MEGA-SHELTER IMPACT

## Introduction

Hurricane prone areas have learned to live with storms of mixed intensity, but not with those that cause total and complete destruction like that inflicted on New Orleans by Hurricane Katrina. Unlike previous storms that did not need major facilities to convert to sheltering operations for extended periods of time, Hurricanes Katrina and Rita required such use and consequently had substantial impact on the fiscal affairs and physical plants of major facilities. Facility Managers were accustomed to accommodating small numbers of people for short periods of time, but in 2005 some major facilities had normal operations interrupted for extended periods of time, some for as long as four months.

Mega-shelter operations have a devastating impact on the fiscal affairs of a major facility. The impact is even more devastating on small market facilities as they can be required to terminate all normal operations. They are not able to rely on local government for financial support due to the impact of major disasters on local economies. During Katrina and Rita, many small market facilities responded immediately to the call for mega-shelter operations, expending large sums of money without any knowledge of how the operation would be financially sustained.

Most major facilities are not sustained by tax revenues. They self-generate their operating revenues to cover their cost of operations. Operating revenues are driven by event activity which requires the use of space, both inside and outside the facility, and the allocation of human and capital resources. This capability is compromised when mega-shelter operations are required.

## Event Cancellations

Facility Managers should ensure that their facility use agreements do in fact have a termination clause that gives them the ability to cancel events, without penalty, in times of emergencies. Facilities may use the force majeure clause in their standard contract to cancel events without liability to the user of the facility. Note that in order to get reimbursed from an insurance company for loss of revenues, one should have an attorney review the force majeure clause and the business interruption insurance that includes "a civil or military authority" provision that states the mega-shelter is interrupting facility business. Hurricanes Katrina and Rita required the cancellation of several months of events at many facilities like the Superdome, the New Orleans Convention Centers and Mississippi Coast Coliseum. At the CAJUNDOME in Lafayette, Louisiana, four months of event activity were canceled due to mega-shelter operations.

When major facilities are required to convert to mega-shelter operations, a tremendous hardship is placed on the promoters of events that are cancelled. Major touring spectator events suffer losses but can recover as other dates on the tour occur. Conventions and local/regional events that occur annually suffer the most. They lose all of their event revenues for the year, and they cannot be recovered until the following year.

When government declares an emergency and requires the conversion of major facilities to mega-shelters, Facility Managers (FM) will face uncertainty as to the length of time that they will be required to cease normal operations. FMs will need to continuously reflect on the following issues that will confront them as they face uncertainty and emergency management officials who are overwhelmed and unable to provide adequate information.

- Cash reserves could be depleted very quickly. Government officials may not be available to help in the early stages of the disaster due to rescue and recovery operations. Facility Managers may have to fund mega-shelter operations by using cash reserves that are appropriated for other purposes. FMs may be forced to do so on their authority. FMs will also incur expenses that are not budgeted and may also be required to cover them on their own authority. FM's should do all that they can to keep appropriate authorities informed at all times.
- FMs will constantly struggle for current and accurate information to report to clients who are contracted for events. Clients will want to have an accurate forecast of what to expect so that they can properly plan, but FMs will not be able to provide forecasts due to the uncertainties that exist as the disaster unfolds. FMs will be required to make judgments about future events using insufficient data. They will have to use their discretion as to when to inform clients that their events must be canceled. FMs must stay in close contact with their clients and include them in deliberations regarding cancellations. The timing of cancellations will vary by event. The opinions of the client will be an integral part in the timing of the cancellation decision.
- Uncertainty will not only involve shelter operations and event cancellations but also recovery time from the sheltering operations. FM's must remain aware of the impact of the shelter operation on the facility. Disease control specialists, for example, need to be consulted during the sheltering operation to learn how the facility will be decontaminated in the recovery phase. Such information will help the FM develop a timeline for recovery.

As FMs reflect on these issues each day, they can develop a sense of how long their normal operations will be terminated. Government officials will not be able to provide definitive answers. Clients should be contacted daily with updates and the latest forecast. As promoters of new events call for avails, they should also be included in these updates. As the disaster unfolds in its early stages, FMs will be required to use their best judgment as to when their clients are required to cancel their events and when clients are allowed to book new events.

## **Facility Staff**

Arenas, convention centers, stadiums and performing arts centers are now considered a critical part of the emergency response infrastructure when major disasters occur. In hurricane prone areas, facility management and staff will now be viewed as a critical human resource in the emergency response. Some facilities may be required to serve the public's need for shelter

during a hurricane. FMs should consider the impact of these emergency response requirements on their staffs.

Before each hurricane season, FMs should ask their staffs for volunteers to operate the facility as required by emergency management officials. Mega-shelter operations will need to be covered with appropriate personnel in the following departments:

- Engineering (24/7 operation)
- Event services (shelter management)
- Security (24/7 operation)
- Maintenance (24/7 hospital standards)
- Food operations (3 meals per day for many weeks)
- Production (dorm set ups, dock management, etc.)

When facilities are designated as Recovery Shelters in a hurricane strike zone and the facility is not engineered to withstand the expected hurricane force winds or tidal surge, FMs should have a predetermined evacuation plan that includes temporary sheltering outside of the strike zone. FMs should prepare evacuation kits for personnel who volunteer to return to the facility after the hurricane has passed. Facility Managers should make the following preparations.

- Designate a facility where staff can be evacuated outside of the strike zone but not so far away that too much time is required to return to the facility once the hurricane has passed. Sheltering at other major facilities is a possibility. Hotels may be completely booked by evacuees leaving the strike zone.
- Store the following in a hurricane evacuation kit for the volunteer personnel.
  - Cots and air mattresses.
  - Pillows and blankets
  - Radio with extra batteries
  - First aid kits
  - Personal medications
  - MREs
  - Hydration fluids (water, Gatorade, etc.)

- Snacks
- Cell phones (including extra pre-paid cell phones with area codes that are outside of the strike zone. Regular cell phones should have text messaging capabilities)

The FM should remain with emergency response officials if there is safe haven in the strike zone. Once the hurricane has passed, the FM will be the first official to return to the facility to assess damages. When emergency officials give their approval, FMs can direct their personnel to return to the facility to start sheltering or recovery operations.

Mega-shelter operations will take their toll on facility personnel. FMs should pay close attention to the needs of facility staff as physical and emotional demands will be a significant drain on them. Mental health counselors and medical professionals should be available to respond to their emotional and physical ailments. Staff members should be immunized for the following:

- Influenza
- Hepatitis A
- Hepatitis B
- Tetanus

Hurricanes Katrina and Rita have elevated the role of major facilities during disasters. The staffs that operate these facilities will provide essential support in the first response to save lives. They will now be called upon to fulfill a public service that will require sacrifices for them and their families. Facility Managers and their staffs will be steadfast and will answer the call to serve.

## Facility Recovery

Mega-shelter operations will be hard on the facility's physical plant, furniture and equipment. The operation will run 24/7, for several weeks. Arenas, convention centers, stadiums and performing arts theaters are not designed for such operations. Several weeks of shelter use can equate to several years of normal and customary use. When the shelter operation is over, the facility will need time to recover.

The first step in the recovery process starts before the facility is required to convert to shelter operations. Facility Managers must prove how shelter operations cause excessive wear and tear and damage that was not present before the disaster. To do so, maintenance records will need to be current and must reflect all of the normal and customary maintenance that is done on an annual basis. Shelter operations that are 24/7 for several weeks may require another round of annual maintenance during the recovery period. FEMA will want to substantiate the need for more maintenance by reviewing previous maintenance records. The "Condition of Facility" clause in the standard facility contract may help in recovering costs for specific property damage and excessive wear and tear by referring to a checklist to identify such damage and costs. It will help to have pictures and video of the facility prior to the shelter operation. Additional pictures

and video should be used with the signed checklist to document damage and the wear and tear during the shelter operation. Be prepared to demonstrate the hours of use the facility incurs in a normal year. This information will help FEMA understand the impact of a 24/7 shelter operation on major pieces of equipment and the physical plant.

FEMA will require source documentation to justify the items that are included in the recovery program. The recovery program will include the following categories:

- Repairs (doors, partitions, damage, etc.)
- Replacements (such as carpet)
- Equipment maintenance (due to 24/7 operation)
- Painting
- Sanitation (cleaning to decontaminate)
- Testing (testing for contaminants)
- Professional services (architects, engineers and administration)

## **Shelter Historian, Photographer/Videographer**

As the disaster unfolds, it is important to document everything that occurs. When meetings are held, they will happen quickly and in many cases decisions will be made that are not committed to writing. The Shelter Historian records the minutes of such meetings. These minutes should list all participants, especially any FEMA, local or state government officials. When approvals are given to do certain things or to spend money, they should be documented in the minutes with the name of the government official authorizing the action or expenditure. When the meeting is over, the Shelter Historian should follow up with written correspondence, under the signature of the Facility Manager, documenting any oral approvals or authorizations.

During the shelter operation and recovery period for Katrina and Rita, there were times when officials contradicted previous approvals or authorizations. The follow-up correspondence proved to be valuable support for the actions of facility management.

The Shelter Historian should also document the daily events and daily activities of the shelter. FEMA may need to understand the circumstances that cause certain shelter expenditures or actions. Without this historical data, they may not allow reimbursement of certain expenses.

The Shelter Photographer/Videographer will also play a role in helping the Facility Manager document the shelter experience for future reference in meetings with FEMA, American Red Cross and local and state government. A picture can be far more convincing than a written report. Facility management should coordinate with ARC regarding photographs and video that are taken inside the shelter.

## Conclusion

The clients of major facilities that are required to convert to mega-shelter operations will suffer heavy losses when their events are canceled. They will be called upon to sacrifice their financial interest for the good of the community. Numerous clients did so and with no complaints during Hurricanes Katrina and Rita. They were magnificent.

Uncertainty will prevail during most of the shelter operation. Accurate information will be hard to come by. Difficult decisions will be made without adequate data. Facility Managers will be acting outside of normal and customary guidelines.

Facility staffs are now seen as strategically important responders in major disaster operations that require thousands of evacuees to be accommodated in major facilities. Those that volunteer to serve in the strike zone must develop evacuation plans for their families in advance of the hurricane season. Facility Managers and their staffs will now be called upon to serve the public's interest under circumstances that will require enormous personal sacrifice and special dedication.

## MEGA-SHELTER PARTNERS

### Introduction

In the first few days of mega-shelter operations, the disaster that unfolds on the door steps of a major facility is overwhelming. It takes the efforts of hundreds of people to meet the challenges that constantly emerge. The closer the mega-shelter is to the hurricane strike zone the more difficult it will be to secure adequate human resources to respond effectively. The traditional support services that major facilities are accustomed to receiving from city police departments, sheriffs' departments, fire departments, emergency medical personnel, ambulance services, and human resource companies are diverted to the disaster area for rescue, security and recovery operations. Facility Managers face difficult challenges finding personnel to assist in the mega-shelter operation.

The alternative to the traditional worker is the mega-shelter partner. Such partners are pivotal to the successful operation of the shelter. Without them, the mega-shelter will not be able to meet the needs of the evacuees, and their satisfaction is critical to avoiding problems of crowd control. It is mega-shelter partners who help to keep residents as comfortable as possible.

Treating evacuees with compassion is of importance. They must believe that the personnel in the mega-shelter, the professional staff and volunteers, sincerely care about their well being and truly want to help. Such attitudes lead to an environment that is friendly for everyone involved, including the staff, volunteers and evacuees, thereby reducing the possibility of a breakdown in crowd control. A positive environment requires sufficient numbers of workers and volunteers to deliver compassionate care. Seriously understaffed mega-shelters place too much pressure on workers and volunteers, compromising their ability to remain compassionate over an extended period of time.

Mega-shelter partners come from a variety of groups, agencies and organizations. They include non-profits, faith based organizations, individual volunteers, schools, businesses and the American Red Cross. Every one of them is critical to the initial response, and each should be welcomed.

The health needs of the resident population will require a substantially organized response from local medical professionals. As a significant number of the evacuees in a major disaster will require immediate medical services that can only be provided by nurses and doctors, the medical response will far exceed basic first aid services that are normally provided at major facilities. Volunteers from the local medical community can serve such needs.

After Hurricane Katrina passed New Orleans, thousands of people remained stranded on roof tops, at the Superdome, on streets and at the convention center with inadequate food and hydration and no medicine. They were exposed to harsh conditions that were physically draining. Senior citizens and young children were especially hurt. Once these survivors were rescued, they were evacuated to near-by shelters that were expected to meet all of their physical, emotional, spiritual and medical needs. Overrun shelters needed the support of hundreds of

volunteers. Establishing key partnerships in advance of the hurricane season will give the Facility Manager an advantage before a catastrophe occurs.

## Partner Responsibilities

American Red Cross (ARC). Partner agencies are critical to the ability of a mega-shelter to respond to the needs of its residents. The ARC, a major provider of key resident services in a mega-shelter operation, was overwhelmed by Hurricanes Katrina and Rita, as were many other institutions. ARC's best practice guidelines for shelter operations were geared toward small facilities like schools and churches, but its workers were confronted with Katrina, the greatest natural disaster in American history. For the first time they were called upon to respond to thousands of evacuees who, in desperate need of help, were evacuated to major facilities like arenas, stadiums and convention centers. For the first time in ARC's history, the term "mega-shelter" was being used to describe many evacuation centers.

Another new phenomenon was the length of time that shelters had to remain open. In years past, many shelters operated for only a few days. Katrina shelter operations extended to two months, stretching ARC's resources and those of other agencies. As a result, IAAM is meeting with ARC to discuss future mega-shelter operations, and ARC is reviewing its current shelter best practices. IAAM is advocating that the Facility Manager have ultimate authority in the operation of the mega-shelter. ARC is accustomed to controlling shelter operations.

*Mega-Shelter Best Practice Guidelines* places the Facility Manager (FM) in control of the mega-shelter but working in close coordination with ARC. The mega-shelter relationship between ARC and the Facility Manager is similar to the FM's working relationship with promoters, artists and major tenants like the NBA, NFL, NHL and MLB.

The Facility Manager's mega-shelter responsibilities include the following:

- Ultimate authority over all matters pertaining to crowd control and the safety and security of the mega-shelter residents including day to day operations and issues involving external agencies.
- Control of the following areas of mega-shelter operations.
  - Shelter Management
  - Shelter meetings, relating to
    - Command and control
    - Operations
    - Security
    - Coordination with outside agencies
    - Coordination with government leaders
  - Logistics
  - Security
  - Fire safety and codes
  - Space allocation and configurations
  - Set ups/tear downs, including cots for residents

- Food preparation and service
- Receiving, dock management
- Sanitation program and services
- Communications (phone banks, internet access, computer services, etc.)
- Technology
- Resident services involving
  - Employment
  - Background checks
  - Laundry
  - Sanitation of sleeping areas
  - Pet and animal control
  - Coordination with outside service agencies
  - Travel services for relocation
  - Recreation
- Lodging services for first responders
- Traffic control
- Parking
- Interfacing with local medical community for medical disaster services that are required beyond basic first aid.
- Coordination of faith based organizations
- Coordination of local non-profits
- Media relations, in coordination with ARC

ARC will have responsibilities and control for the following:

- Registration of evacuees and volunteers
- Credentialing of volunteers
- Volunteer supervision
- Missing persons
- Shelter resident inquiries
- Distribution of items to evacuees
- Communications
  - Information desk
  - Shelter newsletter
  - Announcements
  - Press conferences
- Media relations, in coordination with facility management
- Resident services involving
  - Childcare

- Dormitory management
  - Head counts
  - House rules
  - Information dissemination, i.e. resident information packets
  - First aid disaster services
- Shelter meetings, relating to dormitory management

Facility Managers need a substantial partner like the ARC, and, in turn, ARC needs the crowd control and management expertise of the facility staff. Mega-shelter residents need FM's and the ARC to work as a team to adequately respond to their needs. When American citizens are devastated by natural or man-made disasters that are major in scope, the ARC and IAAM must function as partners at the national level to support local field operations that serve thousands of dislocated and misplaced people who, because of age or poverty, do not have alternatives to shelter residency.

Department of Homeland Security (FEMA). The Department of Homeland Security and one of its major branches, the Federal Emergency Management Agency (FEMA), did not have a direct role in mega-shelter operations for Hurricanes Katrina and Rita. FEMA did work closely with the local and state OEMs to assist mega-shelters. Their help is available in the following areas.

- Finding adequate supplies for mega-shelter residents. FEMA and OEM have sources that can provide items such as MREs, pillows, blankets, cots and air mattresses. ARC also has sources for pillows, blankets, cots, air mattresses and personal items such as toothpaste, soap, deodorant, diapers, etc. Facility Managers should work through their local OEM office when supplies are needed.
- Reimbursing facilities for mega-shelter operating and recovery expenses and funding the operation when local and state government cannot do so.
- Playing a critical role in finding temporary housing for mega-shelter residents.

Department of Health & Human Services (HHS). HHS, especially its Center for Disease Control and Prevention (CDC), works closely with local and state public health administrators, the local medical community and the ARC to observe and advise staff, volunteers and other health service agencies regarding proper health practices within the mega-shelter. This federal agency, with specialists in public health nursing, sanitation, and environmental health and disease surveillance, advises medical professionals who are working in the mega-shelter on strategies to minimize the spread of infectious diseases. They also assist in providing immunizations to the resident population and to the staff and workers in the mega-shelter.

Another HHS public service agency that should be highly visible in the shelter is the Health Resources and Services Administration that maintains the National Health Service Corps. It is a uniformed service of health professionals who work with the local health care system and service providers during public health emergencies like Hurricanes Katrina and Rita.

The threat of major infectious diseases and the need for adequate health care response and mental health services are of great concern in the mega-shelter operation. The Facility Manager must rely heavily on the expertise of the local medical community supported by CDC professionals to utilize the proper sanitation methods, an important step in controlling the spread of infectious diseases.

State Department of Public Health. Many evacuees who have been rescued from a disaster area and transported to the mega-shelter, will have medical problems from exposure to contaminated flood waters, traumatic injuries and a lack of food, water and medicine. They will also be at risk due to crowded living conditions in the shelter. The State Department of Public Health must work closely with HHS, OCS and the local medical community to address the various health concerns of the resident population. They will also work with facility management to protect the staff from contracting diseases and to give advice regarding shelter sanitation.

Salvation Army. The Salvation Army does not have a direct role in the delivery of services to shelter residents. Its personnel support the efforts of service agencies and facility management to provide evacuees clothing and other personal items needed for their comfort while in the shelter. FEMA recognizes the Salvation Army as a relief and disaster assistance organization that plays an important role in donations management.

USA Freedom Corps. The USA Freedom Corps was created by President Bush in response to September 11<sup>th</sup>. As an office of the White House, it is a vehicle for private citizens to volunteer their services in times of emergencies or disasters. It connects individuals with volunteer opportunities. Citizen Corps, a component of USA Freedom Corps that helps to coordinate volunteer activities, is administered nationally by the Department of Homeland Security. While it did not play a significant role in mega-shelter operations for Katrina and Rita, as this agency matures and grows in membership, it could provide the Facility Manager valuable human resources in future disasters.

Local Medical Community. The health needs of evacuees coming from a disaster area can be substantial enough to overwhelm local hospitals that are near the disaster area. Because they are also beyond the capacity of the American Red Cross to deal with them, facility management must rely on its local medical professionals to meet this need. The mega-shelter will be required to accommodate evacuees with special medical needs and to provide immediate care to evacuees as they are delivered to the shelter. To do so, Facility Managers should ask their local medical community to designate a point person who is responsible for working directly with the facility and coordinating the medical response. The command structure for medical services should flow through this person.

Local/State Offices of Emergency Management (OEM). Every state has Offices of Emergency Management that are at the city/county and state level. OEMs activate major facilities as mega-shelters. They also support the efforts of the mega-shelter in close coordination with DHS and FEMA. Facility Managers should work closely with their OEM to learn government's intended use of their facility as a mega-shelter.

Local Government. Local governmental leaders should also work closely with the American Red Cross, non-profits and the local media to respond to supply needs at the mega-shelter. FEMA works through city/county government to provide financial help and resources to the

mega-shelter. In most cases, reimbursements for shelter expenses flow through city/county government. If FEMA advances funds to help the mega-shelter fund its operation, such funds will usually be disbursed to the state and then to city/county government. The Facility Manager plays a key role in coordinating these government units to respond to the needs of the mega-shelter.

Local Media. As the disaster unfolds, rumors will circulate throughout the community about shelter residents. Many will be false but cause Facility Management public relations. Facility management, which has to rely on its local media to provide accurate information about shelter residents to the general public, must, therefore, be a source of accurate and reliable facts regarding shelter residents. The local media will also be an important tool when asking the community to provide shelter residents with basic supplies such as cots, air mattresses, pillows, blankets, infant care products, etc. In the early stages of the disaster, ARC, FEMA and OEM may not be able to provide these supplies.

Local Cooking Teams. Many local corporations, non-profits, faith based organizations and community service organizations have cooking teams that participate in various community events throughout the year. They have portable equipment that can prepare large quantities of food at off-site locations. The first 72 hours of the disaster are so overwhelming that resources for in-house food preparation are often stretched, making local cooking teams an important resource for facility management during the early stages of a major disaster.

Local Non-Profits. Local non-profits and other community outreach organizations can provide important services involving public solicitation of supplies, man-power for receiving, sorting and distributing donations, and resident support at the personal and family level. For example, Local United Way organizations can play a critical role in reaching out to the local community for contributions of pillows, blankets, air mattresses and personal care items. They will manage the receipt of donations at off-site locations and transport them to the mega-shelter for on-site distribution.

Security Agencies. In the initial response, about 7-10 days, all available security resources will be needed. The closer the mega-shelter is to the disaster area, the more difficult it will be for facility management to secure adequate security personnel, but city police, sheriffs' deputies, contract guards, and the National Guard will all be involved in security operations at the mega-shelter. National Guard units could come from other states. Security operations run 24/7 coordinated through a centralized command center.

U. S. Post Office. Shelter residents will need postal services for such things as social security checks, unemployment checks and FEMA checks. Consequently, many of the shelter residents will need access to postal services to re-direct their mail to the mega-shelter, which may be given its own zip code

The Humane Society. To avoid compromising sanitation standards, pets and evacuees should not be housed in the same shelter. A separate pet shelter should be established. Working dogs are the exception. The Humane Society, local animal shelters, Veterinary Medical Associations and Emergency Animal Rescue Services can help to provide sheltering alternatives for pets.

Family Service. State offices of family support will provide shelter residents the support services they require to receive food stamps, child care and disability assistance.

Local Department of Housing & Urban Development. The local HUD office is a significant partner in the mega-shelter's efforts to find temporary housing alternatives for its residents.

NVOAD. The National Voluntary Organizations Active in Disaster (NOVAD) is made up of volunteer groups that serve disaster victims. It provides for a coordinated response so that services are not duplicated. NVOAD may coordinate the efforts of volunteer organizations at the mega-shelter. All volunteer organizations that are involved in the mega-shelter operation may not be members of NOVAD.

Faith Based Organizations. Faith based organizations can play a critically significant role in a mega-shelter. When labor shortages are created by the disaster, they can provide labor intensive services in areas such as

- Resident laundry cleaning
- Sanitizing the personal living areas of residents
- Assisting in relocations within the shelter
- Providing assistance to new arrivals
- Sanitizing busses that are used to transport evacuees to other shelters
- Serving as compassionate resident liaisons
- Finding temporary housing
- Providing relocation services for temporary housing.

As the disaster unfolds, leaders of various faith based organizations are likely to approach the Facility Manager offering their services. Facility management should coordinate with the faith based community prior to a disaster so that services required in the shelter can be discussed, pre-assigned and coordinated in advance. Some faith based organizations will act independently of other service groups.

State Department of Labor. The State Department of Labor (SDL) provides employment services to shelter residents inside and outside the shelter. In response to Katrina and Rita, Facility Managers received funding to hire evacuees to work alongside facility staff to help maintain the facility. Some evacuees were hired as Quality Assurance Workers to inspect the shelter, interact with residents and provide regular reports to management. The SDL also provided residents on-site services to apply for unemployment compensation.

Legal Services. Non-profit legal service organizations provide free legal advice to shelter residents.

## **Conclusion**

Major disasters require massive responses that can overwhelm facility management and staff who operate arenas, convention centers, stadiums and performing arts centers as mega-shelters. They require the cooperation of various organizations that can help facility management respond to the needs of evacuees who need sheltering. The volume and diversity of services that are required is complicated by the speed with which these services must be provided. Labor shortages, especially in areas near the disaster, will heighten the need for shelter partners.

Facility Managers should establish contact with shelter partners well in advance of the hurricane season. The services each will provide should be specified and coordinated with those supplied by other agencies. They will also need to be informed of the command structure and how they will operate in the mega-shelter.

# MEGA-SHELTER PLANNING

## Introduction

When a major disaster occurs, there is no time for planning. The physical destruction and the human suffering from major disasters are so immense that facility management will be totally consumed with servicing evacuees from the strike zone. The evacuees will require management's immediate and total attention. Consequently, the time for planning comes well before the event. Facilities that are in hurricane prone areas are especially in need of plans for disaster response.

In the 2005 storms, many Facility Managers were placed in impossible situations. Because government authorities often did not value their experience and expertise in crowd management, they were not given an opportunity to participate in emergency response planning. Thousands of evacuees would have benefited from their skills and knowledge had the authorities included the professional assembly managers in shelter planning.

## Planning and Meetings

Every county has an Office of Emergency Management that is responsible for developing and executing emergency preparedness plans. City governments also have emergency preparedness professionals. Facility Managers should contact city and county emergency management directors to establish a working relationship with them that will include cooperative development of emergency plans that address the sheltering of evacuees. FMs should also be included in an annual review of the plans that takes place well in advance of the hurricane season.

Security operations in the mega-shelter will be more extensive than those in place at the customary event. City police and sheriffs' departments need to understand the security needs of the mega-shelter and how their resources will help facility management maintain safety and security. They will also need to understand the mega-shelter command and control system because their command center will be an integral part of the mega-shelter system. Representatives of the city and sheriffs' departments will coordinate with the county Office of Emergency Management, which can help facility management understand how the mega-shelter command and control system will be integrated with the OEM command center.

The American Red Cross has regional offices that are headed by a professional staff member who is responsible for supporting sheltering operations in one or more counties. He/she is responsible for recruiting volunteers and part time staff and for training personnel in disaster response. Facility Managers should contact their Red Cross regional director to establish a working relationship and to discuss their respective roles in the mega-shelter. Facility Managers and the Regional Red Cross Director should review *IAAM Mega-Shelter Best Practice Guidelines*, especially the sections that address the roles of facility management and the Red Cross. The Regional Red Cross Director should be included in facility meetings involving mega-shelter planning.

Faith based organizations, local non-profits and community outreach organizations that are likely to play a role in the mega-shelter operation should be identified in advance of the hurricane season to discuss their duties and responsibilities. They should learn the command and control system and how they are to function within it. Their lead persons should be included in the facility mega-shelter planning meetings, and they should be given instructions about *IAAM Mega-Shelter Best Practice Guidelines*.

The local medical community provides life-saving support services in the mega-shelter. Its involvement has to be coordinated among several individual health care professionals, health service organizations, government agencies, hospitals and universities that have health education programs. This health care community should select a person to serve as the mega-shelter Director of Medical Services, who will work directly with the Facility Manager and serve as the person that the command and control system will flow through for medical services. The Medical Services Director will also coordinate with the Red Cross regarding medical services that it provides in the mega-shelter.

Getting accurate and reliable information about the mega-shelter to the general public is essential. The local media are the means for doing so. However, mega-shelters must limit public access to protect the privacy of shelter residents. The shelter is their home away from home, and they will expect facility management to respect their privacy. Therefore, Facility Managers should meet with the local media to discuss how communication between the two will operate. The regional Red Cross Director should be included in this meeting so that the Red Cross regulations involving media access can be discussed. The local media should be viewed as key partners in providing the general public with the accurate and reliable information it requires to offset false rumors about shelter residents.

Any major disaster that requires the conversion of a facility to a mega-shelter will impact all of its elements. Facility Managers must have appropriate planning meetings with management and staff so that they understand their roles and responsibilities as well as the potential effects of mega-shelter operations on family and personal life. Every staff member should have a personal response plan that addresses family matters and other individual concerns.

## **Training**

The American Red Cross has established training programs for personnel that are involved in shelter operations, primarily at small shelters. IAAM will work with Red Cross to establish a training program for mega-shelter operators. IAAM's Academy for Venue Safety and Security is currently developing a training curriculum for its first and second year students who attend the Academy in August of each year.

Facility Managers can develop training programs for their own staff using *IAAM Mega-Shelter Best Practice Guidelines*. Mega-shelter operations are unique and require special training of facility professionals.

## **Conclusion**

IAAM will continue meeting with the Department of Homeland Security and the American Red Cross on behalf of professional assembly managers who will be involved in major disasters. IAAM is addressing many issues that surfaced during the 2005 storms. These meetings will continue on a regular basis and will involve a constant review of policies and best practices.

IAAM recognizes its role in working with national partners on behalf of its members. Many occurrences at the facility level are the result of national policy. Mega-shelter operation procedures, command systems, reimbursements, activation processes, etc. are all affected by decisions that are made at the national level. IAAM will be the Facility Managers' advocate in meetings with national partners.

# MEGA-SHELTER CONFIGURATIONS

## Introduction

Major facilities that are converted to mega-shelters should consider IAAM *Best Practice Guidelines* to decide how thousands of evacuees, service organizations, and hundreds of volunteers will be positioned in their facility over an extended period of time. The mega-shelter configuration, when properly designed, can make the operation flow smoothly. It can also provide a comfortable living experience for shelter residents.

Fire Marshals need to be consulted when the configuration is being designed. Sheltering requires space allocations that are different from the normal and customary considerations that Fire Marshals are accustomed to in assemblies. Facility Managers should request that their Fire Marshal approve two types of mega-shelter configurations. One would be designed so that it meets all codes. The other would be designed to maximize capacity by utilizing all available space, which may be a broader interpretation of the code. In major disasters, Facility Managers and Fire Marshals who are near the strike zone may confront the choice of saving lives at any cost or compromising lives by showing no flexibility. In many cases, the Facility Manager and the Fire Marshal will need to balance the two alternatives.

## Configurations

Religious services. Evacuees who are religious will require religious services. Many groups from the faith community will approach the mega-shelter for permission to provide worship. Facility management should identify a room that is separate from the resident living area to be configured for multi-religious and multi-denominational services.

Communication centers. Evacuees will need to communicate with family members and service organizations that support evacuees of the disaster. Phone banks, computer centers and access to the internet are services that shelter residents will require. Phone banks can be established in open areas while computer banks should be in a separate room for privacy and for the security of the equipment.

Evacuee registration. Thousands of evacuees will be transported to mega-shelters at the same time. The American Red Cross, which is responsible for their registration, plans to computerize the process, but in the meantime multiple registration points need to be set up directly behind the security personnel who are responsible for screening. The space that is allocated should allow evacuees protection from the elements as they line up for screening and registration

Unloading Buses. Evacuees who are transported by bus could need immediate medical attention, food and water. They will need to be triaged outside of the mega-shelter where the buses are unloaded, and in many cases they will not be able to complete screening and registration before receiving medical help, food and water. Facility management should coordinate with the appropriate support services to make sure their needs are met as soon as the busses are unloaded.

The area where busses are unloaded must be large enough to accommodate large numbers of evacuees, medical personnel, food personnel, volunteers and security. It also needs to be protected from sun and inclement weather.

FEMA. FEMA may set up a processing center for evacuees to establish FEMA accounts. If so, it will require a separate room that has been wired for computer technology and access to the internet.

First aid disaster services: Once evacuees have been processed through screening and registration, they will then be able to access basic first aid services. The first aid station will be staffed by the American Red Cross, which requires space for nurses, private examination of patients and staff meetings.

Food service. Food service operations will require enough space to serve evacuees and workers three meals a day. Workers should be served in a separate area so that they do not interfere with the ability of food service personnel to feed shelter residents efficiently. Workers should not cause shelter residents to wait any longer than necessary for food service. The food service areas should be neat, clean and decorated. Hand sanitation should be available. Tables can be set up for eating. Many evacuees, however, will return to their sheltering area to eat. Food and hydration areas should be established to provide 24 hour access to snacks, drinks and water.

Pictured ID's. Pictured ID's may be provided for staff, volunteers and residents. The area where they are made and distributed should be set up near the registration area. It needs to include space for a small waiting area.

Legal services. Non-profit legal service organizations will ask for space to meet with shelter residents who require legal help. They will only need a few tables and chairs for forms to be completed.

Disaster responders. Major facilities will be asked to provide lodging for various responders. Utility companies, various security agencies such as Wildlife & Fisheries, and medical personnel may need sleeping quarters. To protect the privacy of shelter residents, non-residents should be placed in areas that do not interfere with them.

Medical clinic. Major disasters create such high demands on hospitals that mega-shelters require medical clinics to service their resident populations. Patients with medical conditions that would normally be transported to a hospital must be addressed inside the shelter at the medical clinic. The mega-shelter Medical Services Director needs to be consulted to determine the space requirements, but the clinic will probably need separate rooms for a pharmacy, examinations and mental health counseling. It needs to be handicapped accessible, and space should be allocated for clinic registration and screening. Under ideal circumstances, the medical clinic will be positioned for access by evacuees who are living outside of the mega-shelter in local homes, hotels and smaller shelters.

Military. National Guard units and other military units may need sleeping quarters. Some mega-shelters in the 2005 storms provided sleeping quarters for the 82<sup>nd</sup> Airborne and military units from Fort Hood, Texas. These space allocations cannot be planned in advance. Many of

these units will be accommodated as needed. Resident military personnel should be isolated from shelter residents so that their security equipment is not compromised.

Nursery and child care. As residents work their way through the many steps toward recovery, some will need child care or nursery services. These services will be provided by the Red Cross.

Post office. Most Katrina and Rita mega-shelters were given their own zip codes. Shelter residents need postal services to re-direct their mail to the shelter so that they can access services from Red Cross and FEMA. The U.S. Postal Service will need ample space to receive, sort and distribute mail to shelter residents. Lines at this service area can become very long if the postal service is not given sufficient service points.

American Red Cross. The American Red Cross may require sleeping quarters for its regional and national staff and volunteers. Their sleeping area should be separate from shelter residents to preserve the privacy of the residential area.

Credentialing. Near the registration area, Red Cross will need an area for credentialing volunteers. As volunteers and health care providers come to the mega-shelter to volunteer their services, their credentials will need to be authenticated.

Residents (evacuees). Evacuees who come to the shelter with family members will require sleeping areas that are close to each other. Large families will require large space allocations. As the sheltering experience matures, residents will reach out to help each other, forming small neighborhoods within the mega-shelter. As configurations are changed, Facility Managers must respect the family and neighborhood areas that have been formed and execute space changes with compassion. Faith based volunteers are an excellent source for compassionate interaction.

Security. Large areas secured by barricades need to be established in front of the facility where the buses unload evacuees. Many evacuees will have luggage and personal items that need to be carried through screening to their assigned sleeping area. Security will need ample room at the screening location to search through all of these items. Metal detectors will be required.

Social Security Administration. The Social Security Administration, which will provide social security checks, food stamps and other social services to shelter residents, will need enough space for an adequate number of service points and for large numbers of shelter residents to line up for service.

Special Needs. The mega-shelter may be required to provide a special needs area for evacuees who have medical conditions that need to be managed by professional health care providers. The Medical Service Director should be consulted to establish an adequate configuration.

Suites. Facilities that are near the strike zone of a major disaster may be challenged with sheltering such large numbers of evacuees that they need to use suites to accommodate the residents, volunteers, workers, first responders and the military. Doing so may be necessary to save lives.

## **Conclusion**

Facility management should develop mega-shelter space configurations and provide hard copies for shelter residents, workers and volunteers. Most people in the mega-shelter will be in the facility for the first time and will be living there 24/7. At a time when evacuees are suffering great emotional stress and physical hardship, a well-organized shelter configuration will give service providers the opportunity to serve them better. Be sure to include discussions about space requirements in meetings with shelter partners.

**APPENDIX A**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN LAFAYETTE CITY-PARISH CONSOLIDATED  
GOVERNMENT AND THE CAJUNDOME COMMISSION**

BE IT KNOWN, that, on the dates hereinafter set forth, before us, the undersigned authorities, Notaries Public, in and for the aforesaid Parish and State, duly commissioned and qualified as such and in the presence of the undersigned competent witnesses, respectfully came and appeared:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision in the State of Louisiana represented herein by L. J. Durel, Jr., its City-Parish President, duly authorized by Emergency Ordinance No. O-263-2005 of the Lafayette City-Parish Council adopted on the 6th day of September, 2005, a copy of which is attached hereto and made a part hereof (hereinafter referred to as the "LCG");

THE CAJUNDOME COMMISSION, a political subdivision and body corporate of the State of Louisiana, represented herein by Greg Davis, its Director, authorized by Emergency Resolution of the Cajundome Commission, duly adopted on the \_\_\_\_\_ day of September, 2005, a copy of which is attached hereto and made a part hereof (the "Commission"),

WHEREAS, Hurricane Katrina made landfall in the southeastern part of the State of Louisiana, south of the City of New Orleans, on Monday, August 29, 2005, causing extensive and unprecedented damage and destruction to the citizens of Southeastern Louisiana and, in particular, of the Parishes of Jefferson, Orleans, St. Bernard, St. Tammany, Plaquemine, as well as other parishes in the State of Louisiana; and

WHEREAS, on Saturday, August 27, 2005, City-Parish President L. J. Durel, Jr., availing himself of the provisions of the Louisiana Homeland Security and Emergency Assistance and Disaster Act (La. R.S. 29:721, *et seq.*), did declare the existence of a public emergency as authorized and envisioned by that statute (the "Emergency Declaration"); and

WHEREAS, the Emergency Declaration was filed with the Clerk of Court in and for Lafayette Parish, Louisiana, on Saturday, August 27, 2005, under File No. 2005-00039419; and

WHEREAS, although Lafayette Parish, Louisiana, was spared the direct consequences of Hurricane Katrina in terms of destructive wind or rain associated with that hurricane, Lafayette

Parish, Louisiana, has experienced an influx of thousands of citizens of the State of Louisiana in terms of the housing of those whose lives have been disrupted by Hurricane Katrina; and

WHEREAS, various facilities in Lafayette Parish, Louisiana, are currently serving as shelters for those citizens who were forced to evacuate their homes; and

WHEREAS, the facility known as the Cajundome and the Cajundome Convention Center in Lafayette Parish, Louisiana (the "Cajundome") is supported financially by LCG in accordance with the terms and provisions of that certain Intergovernmental Contract dated September 23, 1987, by and between the City of Lafayette (now LCG) and the University of Southwestern Louisiana (now the University of Louisiana at Lafayette), as heretofore amended (the "Intergovernmental Agreement"); and

WHEREAS, the Cajundome is currently serving as the primary shelter for those citizens who were forced to evacuate their homes and is the primary facility providing necessary and critical medical care to those citizens in need; and

WHEREAS, at various times since the filing of the Emergency Declaration, approximately 18,000 citizens of the State of Louisiana have been housed and/or maintained the Cajundome, and the Cajundome has provided comfort, care, assistance, tutoring, entertainment, security, lodging, meals, medical attention and other personal needs (collectively, but not exclusively, the "Tendered Aid"), all in an effort to provide some quality of life and tranquility at a very trying time; and

WHEREAS, in addition to the citizens actually housed and/or maintained the Cajundome, and to whom Tendered Aid has been provided, a great number of citizens have been processed in and/or through the Cajundome en route to other facilities, whether in the State of Louisiana or elsewhere, and such citizens have been provided necessary or appropriate Tendered Aid during the time that such citizens were physically present at or located in the Cajundome; and

WHEREAS, it is recognized as being in the public interest to provide the Tendered Aid mentioned immediately above in order to maintain public order, health and safety for the citizens of Lafayette Parish, Louisiana; and

WHEREAS, the provision of the Tendered Aid described above has greatly strained, and almost exhausted, the financial resources of the Cajundome, while at the same time, the need to provide such Tendered Aid has grown and expanded in an effort to tend to the needs of those individuals and families being housed and/or maintained at the Cajundome; and

[WHEREAS, due to the emergency which exists in Lafayette Parish, Louisiana, LCG desires to advance funds to the Commission in order to enable the Cajundome and its personnel to continue to operate and to provide the essential Tendered Aid which it has been providing, all of which envisions the use of public funds for programs of social welfare for the aid and support of the needy; and]

[WHEREAS, the parties acknowledge that [(neither the City nor) the (Commission) (facility)] has sufficient funds to sustain the shelter operation though both recognized the need for such shelter to meet the emergency. The City agrees to [advance, or arrange for FEMA to advance],

the sum of 6,000,000 dollars to an escrow account to be disbursed by the “city” to the “facility” based upon bills submitted by the “facility” for the expenditures as specified herein above and as agreed to by the parties (in the meetings with FEMA representatives). That the parties (and FEMA) recognize that the shelter will not open or be closed without such advances, requiring eviction of the evacuees; that the verification of expenditures will be further established by appropriate regular filing of applications by the City with FEMA for recovery or credit of such sums for providing such services.]

NOW, THEREFORE, for the foregoing purposes, and in order to address the critical needs presented by the circumstances described above, to continue to provide the Tendered Aid, and to provide for programs of social welfare for the aid and support of the needy, LCG and the Commission hereby agree, as follows:

1.

Incorporation

All of the aforesaid “Whereas” clauses are incorporated herein by reference.

2.

Contract to Operate a Mega Shelter

The City contracts with the Commission to operate a “Shelter” to provide housing, food and other necessities to persons in need as a result of the declared emergencies.

3.

Advance of Funds

(a) Within three (3) business days of the execution of this Agreement, LCG agrees and obligates itself, or will arrange for the state or FEMA to advance or make available, to the Commission, for the purposes described herein, a sum of money not exceeding the full sum of 6,000,000.00 dollars to cover the expected shelter and recovery operation for a period of \_\_\_\_\_ days as a shelter operation and thereafter for clean-up or a recovery period for the facility, anticipated to be for \_\_\_\_\_ days.

(b) Similar arrangements shall be made in the event the shelter operation continues beyond the \_\_\_\_\_ day period.

(c) All monies advanced hereunder by LCG to the Commission are herein referred to as the “Advanced Funds.”

4.

Control of the Facility

The Commission and its staff shall remain in control and possession of the facility during the shelter operation and recovery period and the entrances and exits of the facility shall be locked and unlocked at such times as to accommodate the shelter guests and other entities participating in the shelter operation. The keys to the facility shall at all times be in the possession and control of the Commission or its representatives. All guests and personnel of other shelter entities referred to in Paragraph \_\_\_\_\_ hereinafter shall have the right to enter the facility and

parts thereof at times and on schedules arranged by the Commission and its representatives in consultation with the entities participating in the operation of the shelter.

5.

Category of Expenses to be Reimbursed

In consideration of the services described above, and subject expressly to the provisions below, LCG hereby agrees and obligates itself to pay from the escrow or advance of funds (Paragraph 1) the sums expended by the Commission in operation of the shelter in the expense categories listed in a – g below.

The costs and expenses for which reimbursement after the closing of the shelter or as credit against the advance funds, will be sought in the “Reimbursement Application” filed with FEMA (the “Eligible Expenses”) includes, but are not necessarily limited to, the following costs and expenses incurred from and after the filing of the Katrina Declaration, to-wit:

- a. All costs and expenses incurred by the Commission and/or the Cajundome, in connection with the provisions of Tendered Aid.
- b. All payroll and associated benefits (regular and overtime), utilities, materials, supplies, small equipment, contracted services, food and beverage costs, transportation, medical costs, security costs, waste removal, and laundry costs associated with the Tendered Aid of the evacuees, as well as costs associated with the aiding of security forces and outside agencies providing support services to the Cajundome and the evacuees.
- c. Rental and facilities usage fees associated with the use of the Cajundome, Including the period of restoration or remediation of the Cajundome after use as a shelter and until completion of restoration or first event, whichever occurs first.
- d. Post-sheltering rehabilitation expenses which include, but are not limited to, repairs and maintenance of the facilities due to abnormal wear and tear, not similar to the usual use of the Cajundome, cleaning, restoration of mechanical and electrical equipment, and restoration of communication and computer systems to their pre-disaster state.
- e. Replacement costs of damaged, lost or stolen equipment and supplies inventory.
- f. Testing of systems and the remediation of the Cajundome environment.
- g. Cost of insurance for “shelter insurance” or “event insurance” for coverage of such shelter activity with limits of \_\_\_\_\_

6.

Application for Reimbursement or Credit Against Advanced Funds

The LCG and the Commission agrees and obligates themselves to promptly make timely and proper application to the United States of America or the appropriate agencies thereof (including particularly the Federal Emergency Management Agency or the Department of Homeland

Security), the State of Louisiana or the appropriate agencies thereof (including the Department of Public Safety or the Louisiana National Guard) for reimbursement and/or compensation for all costs and expenses incurred by the Commission and/or the Cajundome, including particularly those costs and expenses incurred since the filing of the Emergency Declaration, for the purposes described herein (the “Reimbursement Application”). The Commission agrees and obligates itself to provide to the Finance Department of LCG the necessary documentation for a full and complete Reimbursement Application(s) and other correspondence to be sent or received in respect of the Reimbursement Application (s). The Finance Department of LCG shall file and prosecute the Reimbursement Application and receive and disburse funds in association therewith.

7.

Coordination of Third Party Entities

The parties recognize that a mega shelter operation requires the coordinated efforts of other entities, such as the Red Cross, the Sheriff, City Police, the National Guard, Faith based entities, State departments providing humanitarian services to people and such similar entities or agencies; it is understood that the commission or its representatives shall coordinate such activities provided by such professionals but shall not control their activities but shall make arrangements for such services to be supplied to the shelter guests as such services are needed.

8.

Authority for Agreement

This Agreement is executed in accordance with the provisions of Article VII, Section 14(B), of the Louisiana Constitution of 1974, in that it is an agreement related to the use of public funds for programs of social welfare for the aid and support of the needy.

9.

Purpose of Agreement

This Agreement is intended to address the circumstances described herein and is further intended to provide aid and comfort to the needy, all as more fully described herein. It is expressly understood and agreed that any monies advanced hereunder shall not constitute any portion of the subsidy contemplated by Article 21 of the standing Intergovernmental Agreement between the City and the Commission.

THUS DONE, READ AND SIGNED by the Lafayette City-Parish Consolidated Government at my office in Lafayette, Louisiana, on the \_\_\_\_ day of September, 2005, in the presence of the undersigned competent witnesses who hereunto sign their names together with said Appearer and me, Notary.

WITNESSES:

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

L. J. Durel, Jr.  
City-Parish President

**APPENDIX B**

**STATE OF LOUISIANA**

PARISH OF LAFAYETTE

**COOPERATIVE ENDEAVOR AGREEMENT**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), made and entered into this \_\_\_\_\_ day of January, 2006, by and between LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana represented herein by L. J. Durel, Jr., its City-Parish President, duly authorized by Emergency Ordinance No. O-263-2005 of the Lafayette City-Parish Council adopted on the 6th day of September, 2005 (hereinafter referred to as the “LCG”), and THE CAJUNDOME COMMISSION, a political subdivision and body corporate of the State of Louisiana, represented herein by Greg Davis, its Director, authorized by Emergency Resolution of the Cajundome Commission, duly adopted on the 19th day of September, 2005 (the “Commission”).

WITNESSETH:

WHEREAS, Hurricane Katrina made landfall in the southeastern part of the State of Louisiana, south of the City of New Orleans, on Monday, August 29, 2005, causing extensive and unprecedented damage and destruction to the citizens of Southeastern Louisiana and, in particular, of the Parishes of Jefferson, Orleans, St. Bernard, St. Tammany, Plaquemine, as well as other parishes in the State of Louisiana;

WHEREAS, on Saturday, August 27, 2005, City-Parish President L. J. Durel, Jr., availing himself of the provisions of the Louisiana Homeland Security and Emergency Assistance and Disaster Act (La. R.S. 29:721, *et seq.*) (“Disaster Act”), did declare the existence of a public emergency as authorized and envisioned by that statute as pertains to Hurricane Katrina (the “Katrina Declaration”);

WHEREAS, Hurricane Rita made landfall in the southwestern part of the State of Louisiana, in Cameron Parish, Louisiana, on Saturday, September 24, 2005, causing extensive and unprecedented damage and destruction to the citizens of Southwestern Louisiana and, in particular, of the Parishes of Calcasieu, Cameron, Vermilion and Jefferson Davis, as well as other parishes in the State of Louisiana;

WHEREAS, on Tuesday, September 20, 2005, City-Parish President L. J. Durel, Jr., availing himself of the provisions of the Disaster Act, did declare the existence of a public emergency as authorized and envisioned by that statute as pertains to Hurricane Rita;

WHEREAS, at the request of the Director of Homeland Security and Emergency Preparedness, in view of the pending emergency, the facility known as the Cajundome and the Cajundome Convention Center in the City of Lafayette (collectively, the “Cajundome”), operating on its earned revenues, and although owned by the University of Louisiana at Lafayette, partially subsidized financially by LCG in accordance with the terms and provisions of that certain Inter-governmental Contract dated September 23, 1987, by and between the City of Lafayette (now LCG) and the University of Southwestern Louisiana (now the University of Louisiana at Lafayette), as heretofore amended;

WHEREAS, at various times since the filing of the Katrina Declaration, approximately 18,500 citizens of the State of Louisiana have been housed and/or maintained and/or processed by the Cajundome, and the Cajundome has provided comfort, care, assistance, tutoring, entertainment, security, lodging, meals, medical attention and other personal needs (collectively, but not exclusively, the “Tendered Aid”), all in an effort to provide some quality of life and tranquility at a very trying time;

WHEREAS, LCG hereby acknowledges that the Cajundome was used and provided the above and hereinafter services to the evacuees at the request of LCG and further acknowledges the vital role played by the Commission in connection with Hurricanes Katrina and Rita;

WHEREAS, Article VII, Section 14(C) of the 1974 Constitution of the State of Louisiana; La. R.S. 33:1324, *et seq.*, and the Lafayette City-Parish Consolidated Government Home Rule Charter, Section 1-07, provide that, for a public purpose, public entities, parishes, municipalities and political subdivisions may engage in and make cooperative endeavor agreements between themselves for specific purposes; and

WHEREAS, the Commission and LCG both recognized the need to provide shelter, food, medical assistance and other services to evacuees from Katrina and Rita to avoid further loss of life or injury to the individuals and entered into this cooperative agreement for such public purposes.

WHEREAS, LCG and the Commission reached an oral agreement now memorialized by this written document, agreeing to cooperate for the purposes of providing the Tendered Aid and for other purposes as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree that this memorializes their previous oral agreements, as follows:

#### Recognition of Services

LCG hereby recognizes and acknowledges (and has verified) that the Commission has provided the Tendered Aid and other services as described herein since the filing of the Katrina Declaration. LCG further recognizes and acknowledges that the use of the Cajundome as a shelter was necessary and integral to address the emergency situation resulting from the described hurricanes.

#### Control of the Facility

The Commission and its staff shall remain in control and possession of the facility during the shelter operation and recovery period and the entrances and exits of the facility shall be locked and unlocked at such times as to accommodate the shelter guests and other entities participating in the shelter operation. The keys to the facility shall at all times be in the possession and control of the Commission or its representatives. All guests and personnel of other shelter entities referred to in Paragraph \_\_\_\_\_ hereinafter shall have the right to enter the facility and parts thereof at times and on schedules arranged by the Commission and its representatives in consultation with the entities participating in the operation of the shelter.

### Application for Reimbursement of Eligible Expenses

In consideration of the services described above, and subject expressly to the provisions below set forth under the section entitled *In Rem* Responsibility, LCG hereby agrees and obligates itself to file and/or assist the Commission in making proper application to the United States of America or the appropriate agencies thereof (including particularly the Federal Emergency Management Agency or the Department of Homeland Security), the State of Louisiana or the appropriate agencies thereof (including the Department of Public Safety or the Louisiana National Guard) for reimbursement of all costs and expenses incurred by the Commission and/or the Cajundome, including particularly those costs and expenses incurred since the filing of the Katrina Declaration, for the purposes described herein and in (the “Reimbursement Application”).

The costs and expenses for which reimbursement will be sought in the Reimbursement Application (the “Eligible Expenses”) include, but are not necessarily limited to, the following costs and expenses incurred from and after the filing of the Katrina Declaration, to-wit:

- A. All costs and expenses incurred by the Commission and/or the Cajundome, in connection with the provisions of Tendered Aid.
- B. All payroll and associated benefits (regular and overtime), utilities, materials, supplies, small equipment, contracted services, food and beverage costs, transportation, medical costs, security costs, waste removal, and laundry costs associated with the Tendered Aid of the evacuees, as well as costs associated with the aiding of security forces and outside agencies providing support services to the Cajundome and the evacuees.
- C. Rental and facilities usage fees associated with the use of the Cajundome, including the period of restoration or remediation of the Cajundome after use as a shelter and until completion of restoration or first event, whichever occurs first.
- D. Post-sheltering rehabilitation expenses which include, but are not limited to, repairs and maintenance of the facilities due to

abnormal wear and tear not similar to the usual use of the Commission facility, cleaning, restoration of mechanical and electrical equipment, and restoration of communication and computer systems to their pre-disaster state.

- E. Replacement costs of damaged, lost or stolen equipment and supplies inventory.
- F. Testing of systems and the remediation of the Cajundome environment.
- G. Cost of insurance for “shelter insurance” or “event insurance” for coverage of such shelter activity with limits of \_\_\_\_\_.

### Past Expenditure of Funds

That neither LCG nor the Commission had sufficient funds to sustain the Shelter operation though both entities recognized the need for such facility to meet the emergency. The Commission expended its available funds within the first 3 weeks of the shelter operation but applied for reimbursement and funding from FEMA through the City Parish Government of Lafayette, Louisiana; FEMA advanced the sum of six million dollars (\$6,000,000) to the City of Lafayette to be disbursed by the City Parish Government to the Commission based on bills submitted by the Commission for the expenditures as specified herein above and as agreed to by the parties in the first and later meetings with the FEMA representatives; that the parties and FEMA recognized that the shelter would be closed without such advances requiring eviction of the evacuees; that the verification of expenditures would be further established by the appropriate regular filing of application with FEMA for recovery or credit of such sums following completion of such services.

### Responsibility

It is agreed that LCG assumes no personal liability or responsibility for the payment of the Eligible Expenses described herein, either in whole or in part. It is expressly understood and agreed that this is an *in rem* obligation only and that the Commission shall never have a personal action against LCG hereunder, the remedy of the Commission exclusively being the recovery of its Eligible Expenses out of the advance by FEMA or out of the Reimbursement Application, when, as and if recovered pursuant to the Reimbursement Application. Nothing herein contained shall ever be construed or interpreted as imposing personal liability on the part of LCG for the payment of the Eligible Expenses, either in whole or in part.

Other Agreements Not Affected

Nothing herein contained is intended to amend or modify that certain Intergovernmental Agreement dated September 21, 2005, by and between LCG and the Commission.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lafayette, Louisiana on the day, month and year first written above.

WITNESSES:

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

THE CAJUNDOME COMMISSION

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

L. J. Durel, Jr.  
City-Parish President

Greg Davis  
Director

**APPENDIX C**

**LICENSE AGREEMENT**

**AGREEMENT NO.**

This agreement is made and entered into this \_\_\_-day of \_\_\_\_\_, 2006, by and between THE CAJUNDOME COMMISSION created by the Lafayette City-Parish Consolidated Government of Lafayette, Louisiana, the UNIVERSITY OF LOUISIANA AT LAFAYETTE, herein represented by its duly authorized representative, in accordance with the intergovernmental contract authorized by Ordinance No. 3301 of the City Council of Lafayette City assumed by the City-Parish Consolidated Government whose business mailing address is 444 Cajundome Blvd., Lafayette, Louisiana 70506, and

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

**who declared:**

In consideration the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall have the meanings here ascribed to them:

- A. The word “Commission” shall mean THE CAJUNDOME COMMISSION.
- B. The word “Licensor” shall mean the Commission and/or its elected officials, officers, employees and agents.
- C. The word “Licensee” shall mean the person, firm, partnership, corporation or other legal entity who is the signatory party or parties to this Agreement other than the Commission and the officers, employees, agents, attractions, entertainers, contractors, licensees and invitees of the said person, firm, partnership, corporation or other legal entity.
- D. The word “Facilities” mean the building known as the “CAJUNDOME” or convention center or any portion thereof as is identified in paragraph 2 of this agreement.

- E. The word “Event” shall mean the purpose or purposes and/or the Event or Events for which the Facilities shall be used and occupied by the Licensee.
- F. The term “paid admission receipts” shall mean the gross receipts from the sale of admissions to the Event, less any admission sales or excise tax.
- G. The term “reimbursable expenses” shall mean the cost and expenses incurred by Licensor for such personnel, services and equipment as Licensor’s representative deems necessary or advisable, and/or as are specifically requested by Licensee, to accommodate the Event and other occupancy and use of the Facilities by Licensee.
- H. The reference “concessionaire/caterer” shall refer to Artisan Creative Catering Inc. for catering, concessions, and merchandise.
- I. The term “site” shall mean the property leased by City from the University of Louisiana at Lafayette and the property over which the City has control under the Operating Agreement between City and the University of Louisiana at Lafayette.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and feminine.

2. GRANT OF LICENSE, DESCRIPTION OF PREMISES:

Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor a license to occupy and use, subject to all the terms and conditions hereof, the following described areas of the Facilities:

\_\_\_\_\_

The Licensor shall remain in control and possession of the facility during any such event, or occupancy subject to use of the facility by Licensee in accordance with this contract, all as set forth in paragraph 22 of this contract.

3. LIMITATION TO DESCRIBED EVENT:

The Facilities shall be occupied and used by Licensee solely for the following event:

\_\_\_\_\_

4. PERIOD:

The Facilities shall be occupied and used by Licensee solely during the following described periods

- a) Licensee period begins at \_\_\_\_\_

AND ENDS AT \_\_\_\_\_

b) Move-in, Set-Up and/or Rehearsal Time(s) \_\_\_\_\_

AND ENDS AT \_\_\_\_\_

c) Performance/Event Time(s) \_\_\_\_\_

d) Move-out Time(s) \_\_\_\_\_

5. PAYMENT: In consideration of the services Licensor is required to provide Licensee to operate a mega-shelter, Licensee hereby agrees and obligates itself to pay the following costs and expenses listed in categories A-G below.

- A. All costs and expenses incurred by the Commission and/or the CAJUNDOME, in connection with the provision of comfort, care, assistance, tutoring, entertainment, security, lodging, meals, medical attention and other personal needs (“Tendered Aid”) that are required to provide some quality of life and tranquility to evacuees at very trying times.
- B. All payroll (regular and overtime) and associated benefits, utilities, materials, supplies, small equipment, contracted services, food and beverage costs, transportation, medical costs, security costs, waste removal, and laundry costs associated with the Tendered Aid of the evacuees, as well as costs associated with the aiding of security forces and outside agencies providing support services to the Cajundome and the evacuees.
- C. Rental and facilities usage fees associated with the use of the Cajundome, including the period of restoration or remediation of the Cajundome after use as a shelter and until completion of restoration or first event, whichever occurs first.
- D. Post-sheltering rehabilitation expenses which include, but are not limited to, repairs and maintenance of the facilities due to abnormal wear and tear not similar to the usual use of the Commission facility, cleaning, restoration of mechanical and electrical equipment, and restoration of communication and computer systems to their pre-disaster state.
- E. Replacement costs of damaged, lost or stolen equipment and supplies inventory.

- F. Testing of systems and the remediation of the Cajundome environment.
- G. Cost of insurance for “shelter insurance” or “event insurance” for coverage of such shelter activity with limits of \_\_\_\_\_.

6. SECURITY DEPOSIT: DEFAULT:

Licensee shall, upon return of this Agreement to Licensor, present Licensor with a Cashier’s or Certified Check made payable to

Licensor in the amount of \_\_\_\_\_ DOLLARS, and Licensor shall deposit such check and retain it until five (5) days after the expiration of the license period for security as follows:

- A. In the event Licensee terminates this Agreement at any time for reasons other than Act of God, Licensee agrees that Licensor shall have the right to retain such security deposit in full.
- B. In the event Licensee shall not have paid the license fees, reimbursable expenses and all other amounts due pursuant to the provisions of this Agreement on or before the \_\_\_ day of \_\_\_\_\_ 2006, or in the event of any other default or material breach of this Agreement by Licensee, or in the event of any damage to Licensor and/or to Licensor’s equipment and/or to the Facilities, or in the event of an assertion of a claim for damages against Licensor arising out of or in connection with Licensee’s performance under this Agreement and/or the Event and/or other occupancy and use of the Facilities by Licensee, Licensee agrees that Licensor shall have the right to apply said security deposit to such unpaid amounts, default, breach, damages or claims. In the event that any such unpaid amounts, default, breach, damages or claims shall not have been fully satisfied or discharged by the application thereto of said security deposit, Licensee agrees that Licensor shall have the right to apply Licensee’s share of paid admission receipts, if any, to any such unpaid amounts, default, breach, damages or claims. In the event that any such unpaid amounts, default, breach, damages or claims shall not have been fully satisfied or discharged by the application thereto of the security deposit and Licensee’s share of paid admission receipts, Licensee agrees that Licensor shall have a lien in all ticket receipt.

7. PERSONNEL SERVICES AND EQUIPMENT:

Licensee hereby authorizes Licensor to provide, at Licensee’s cost and expense pursuant to Paragraph 5 hereof, such personnel, services and equipment as Licensor’s representative deems necessary or advisable to accommodate the Event and other occupancy and use of the Facilities by Licensee; Licensee agrees that Licensor’s decisions in this respect shall be final.

Licensee shall file with Licensor's representative not less than thirty (30) days in advance of the commencement of the license period a written description of such personnel, services and equipment as Licensee would propose to provide itself, at its sole cost and expense, and a written request for such additional personnel, services and equipment as Licensee would propose be provided by Licensor, at Licensee's cost and expense pursuant to Paragraph 5 hereof, and a full and detailed outline of the required floor setup and other preparation of the Facilities, and a copy of Licensee's technical riders with the attractions/entertainers (if any), and such other technical information as may be required by Licensor's representative. Licensor shall have the right to reasonably refuse any personnel, services and equipment which Licensee may propose to provide itself, and to provide such personnel, services and equipment on Licensee's behalf and at Licensee's cost and expense pursuant to Paragraph 5 hereof. Licensor's representative shall notify Licensee of such personnel, services and equipment which Licensor agrees to provide. It is the policy of Licensor to employ in-house staff specifically trained as stagehands, spotlight operators, ushers, etc. Licensee agrees to notify Licensor in advance of the execution of this Agreement if Union Labor will be required for stagehands, spotlight operators or other services in connection with the Event.

8. INDEMNITY:

Licensee agrees to indemnify and hold free and harmless, and assume legal liability for, and to defend, the CAJUNDOME Commission and/or Lafayette City/Parish Consolidated Government and/or the Board of Trustees for State Colleges and Universities, its or their servants, agents and employees, and the members of the CAJUNDOME Commission, from and against any and all causes of actions, demands, claims, liabilities, assertions of liability, losses, costs and expenses, including, but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, of every kind and nature whatsoever which in any manner directly or indirectly may arise, be alleged to have arisen, or resulted or alleged to have resulted from the presence, activity and promotions of every kind and nature whatsoever of Licensee or Licensee's independent contractors and its officers, employees, agents, attractions/entertainers, contractors, licensees or invitees in connection with the event and other occupancy and use of the facilities by Licensee, and ingress thereto and egress therefrom, whether such occupancy and use is authorized or not, the foregoing indemnities shall not extend to any claims arising from the gross negligence or willful misconduct of Licensor, its agents, employees, representatives or contractors including, without limitations, Licensor's maintenance or use of the building or any structural or premises related defects of the building.

9. INSURANCE:

A. Licensee shall maintain in force during the license period Workers' Compensation as required by Louisiana Law, and Employer's Liability Insurance which shall have limits of coverage of not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000) DOLLARS each occurrence.

- B. Licensee and his independent contractor shall maintain in force during the license period, the following coverage: Commercial General Liability Insurance, including but not limited to Products - completed operations, if products or consumption or commercial use of products are to be provided or sold by Licensee to employees of Licensee or independent contractors or to the public, Contractual Liability, premises Operation, and additionally Bodily Injury, Personal Injury and Property Damage Liability Coverage. Additionally, Licensee shall provide an auto liability policy (of auto owned or operated by Licensee). SUCH POLICY SHALL LIST THE LICENSOR AS ADDITIONAL INSUREDS as respects to the operations of the named insured, and shall have limits of coverage of not less than ONE MILLION AND NO/100 (\$1,000,000) DOLLARS, each occurrence, combined single limit (Personal Injury and Property Damage Liability). On all liability policies named above, Licensee shall list as additional insureds Lafayette City-Parish Consolidated Government, its officials, employees, agents, volunteers, the CAJUNDOME Commission and the University of Louisiana at Lafayette as respects the liabilities assumed herein by the named insured.
- C. The insurance company/companies issuing the required insurance must be a Licensor approved carrier and Licensee's insurance company/companies shall complete, execute and deliver to Licensor, of the commencement of the license period, a copy of the insurance certificate or certificates in the form attached hereto and made part hereof evidencing the existence thereof, or binders; in the event any binder is delivered, it shall be replaced prior to the commencement of the license period by a certified copy of the insurance policy or a certificate in lieu thereof. Each such policy or certificate shall contain a valid provision or endorsement showing (excepting Workers' Compensation and Employer's Liability Insurance) that the insurance policy may not be cancelled, terminated or modified without giving thirty (30) days advance written notice thereof to Licensor. All insurers shall be satisfactory to Licensor. All insurance provided by Licensee shall be primary over any insurance carried by Licensor and Lafayette City-Parish Consolidated Government, the University of Louisiana at Lafayette and the trustees operating the University. The insurance policies required by this Paragraph shall contain no deductible provisions insofar as Licensor is concerned. Any deletions or changes in the required coverage as set forth in paragraph B above shall only be permitted if noted on the Certificate of Insurance referred to herein and only then if approved on the Certificate of Insurance by Licensor.
- D. In the event Licensee fails to provide Licensor with the copy (copies), certificate(s) or binder(s) within the above stated time, Licensor may, at its option, procure on Licensee's behalf Comprehensive General Liability Insurance with such limits of coverage and at such cost as Licensor may deem reasonable, to protect the interests of Licensor with respect to the Event and other occupancy and use of the Facilities by Licensee or terminate this Agreement and retain the security deposit in full without penalty or liability. In the event Licensor chooses

to secure such insurance, Licensee agrees to reimburse Licensor for the actual costs of such insurance. Licensee further agrees that it shall not be entitled to rely on any such insurance obtained by Licensor to fully protect the interest of Licensee with respect to the Event and other occupancy and use of the Facilities by Licensee. Licensee hereby waives any claim that any insurance obtained by Licensor under this Paragraph is insufficient for any reason. Licensor is not required to procure any insurance on behalf of Licensee.

10. SURRENDER: REMOVAL OR PROPERTY:

Upon the expiration of the period for move-out or upon earlier termination of this Agreement, Licensee shall peaceably surrender to Licensor possession of the Facilities and all equipment and facilities provided by Licensor in like good condition and repair as when received, ordinary wear and depreciation excepted, and Licensee shall remove all of its property from the Facilities.

If Licensee fails to remove its property or any portion thereof, at such time, Licensor may, at its option, remove such property to a public warehouse or storage facility or retain the same in its own possession. After the expiration of fifteen (15) days and written notice to Licensee such property is left at venue, Licensor shall have the right to sell, assign and effectively deliver such property either at public or private sale, at the option of Licensor, without recourse or judicial proceedings and without either demand, appraisal, advertisement or notice of any kind, all of which are expressly waived, the Licensee hereby pledging, pawning and delivering said property of Licensee to Licensor provided Licensor gives written notice of such property being left at venue. At such sale, Licensor may purchase said pledged property, free from any right of redemption on the part of Licensee which right is hereby waived and released. The proceeds of said sale shall be applied: First, to the expense of the sale, and second, to any sums owed by Licensee to Licensor. Any balance remaining shall be paid to Licensee.

11. ASSIGNMENT:

Licensee may not, without the advance written consent of Licensor, assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender or otherwise encumber or dispose of its interest in any portion of this Agreement. Licensor may, however, assign any right or delegate any duties hereunder with or without the consent of Licensee.

12. TICKETS:

Licensor shall purchase and be the exclusive trustee of all tickets for admission to the Event. Licensor shall purchase tickets from a bonded ticket printing company only. Said tickets shall be manifested, counted and distributed by Licensor. Licensee and Licensor shall arrange for Box Office and other ticket-related services pursuant to Paragraph 7 hereof.

There shall be reserved to Licensor, without charge, reserved seats for the Event, the number of which shall be mutually agreed upon by Licensor and Licensee, provided the number does not exceed one (1%) percent of the printed manifest. These reserved seats shall be automatically removed from the ticket manifest by Licensor and shall not be sold.

Dates which tickets are placed on sale to the public shall be determined by mutual agreement between Licensor and Licensee and shall not conflict with other events. The existence of conflict shall be determined by Licensor.

13. INTERMISSIONS:

If the Event is to exceed one (1) hour, said Event shall include a scheduled intermission of not less than fifteen (15) minutes nor more than thirty (30) minutes, unless Licensor's representative agrees in writing to except the Event from this requirement.

14. CONCESSIONS, CATERING AND PARKING:

Licensor reserves and at all times shall have the sole right to control, sell, rent, supervise or give away (or assign to others the right to do so), advertising, refreshments, beverages, candies, food, snacks, souvenirs, T-shirts, programs and all other merchandise and concessions at and/or in the Facilities and/or on the Site, and Licensee agrees not to engage in or permit others to engage in any such activities without the advance written consent of Licensor's representative. If Licensee desires that the Event be catered, Licensee shall contract with concessionaire/caterer who is the caterer for Licensor. If Licensee desires to have any items sold in connection with the event, Licensee shall contract with concessionaire/caterer not less than fourteen (14) days in advance of the commencement of the license period. Licensee agrees to pay concessionaire/caterer a negotiated commission on the sale of all such items sold by concessionaire/caterer on behalf of Licensee. In addition, Licensee shall not place or operate any vending machines, coin operated music playing devices or coin operated games at and/or in the Facilities and/or on the Site without the advance written consent of Licensor's representative. (Merchandise: 70/30, building sells.)

Licensor shall have the right to collect reasonable charges from event patrons for parking for the Event, and to retain the entire proceeds from such collections. The Licensor also retains the right to control all parking facilities adjacent to the CAJUNDOME as well as Cajun Field. Due to the CAJUNDOME being a multi-purpose facility, Licensor cannot guarantee a specific location of parking spaces for the contracted event.

15. TELEVISION AND RADIO BROADCASTING:

The Event shall not be broadcast, reproduced, transmitted or disseminated by means of radio, or televised, reproduced, transmitted or disseminated by means of free television, or televised through the medium now commonly referred as "pay television", "CATV", or "closed-circuit television" or similar device or arrangement, or in any manner recorded, without the advance written authorization of Licensor's representative.

16. COPYRIGHTS:

Licensee agrees, represents and warrants that nothing contained in the Event or otherwise connected with Licensee's activities with respect to this Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or lawful right of any person, firm or corporation, and that all copyrighted material to be performed in connection with such Event

activities has been duly licensed or otherwise authorized by the owners of such copyright or the owner's authorized representative. Licensee agrees to indemnify and hold free and harmless, assume legal liability for and defend Licensor from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, expenses and fines, including, but not limited to, attorneys' fees, reasonable investigative and discovery costs and court costs arising out of the performance of any copyrighted materials without license or other authorization, or any claim that an unauthorized performance of copyrighted material has occurred, or any other violation or infringement of any copyright, patent, right of privacy or other statutory or lawful right of any person, firm or corporation in connection with the Event or other activities of Licensee and its officers, employees, agents and contractors with respect to this Agreement.

17. OBSERVANCE OF LAW:

Licensee shall not engage, or permit its officers, employees, agents, attractions/entertainers, contractors, licensees or invitees to engage in any activity which may directly or indirectly cause physical damage to the Facility or bring discredit to Licensor. Licensee and its officers, employees, agents, attractions/entertainers, contractors, licensees and invitees shall observe and obey all laws, ordinances, regulations and rules of the City and municipal, parish, state or federal governments which may be applicable to Licensee and its occupancy and use of the Facilities. Licensee will obtain and maintain any and all required permits and licenses.

It is agreed that Licensor reserves the right to cancel this agreement at any time, if in the reasonable discretion of the Director the use of any facility would in any way be contrary to the morals or general welfare of the citizens of the Lafayette area. In case of such cancellation, Licensee shall be entitled only to a refund of the rental deposit.

18. ADVERTISING

Licensee agrees that all advertising and promotions of the Event shall be accurate, straightforward, true and in good taste, and further agrees to submit all such advertising and other promotional activities to Licensor's representative for advance written approval as to the content and distribution or broadcast thereof. The Facilities shall be referred to as THE CAJUNDOME in all such advertising and other promotional activities. Licensee shall not distribute, post or exhibit or permit the distribution, posting or exhibition of any signs, advertisements, show bills, lithographs, posters or cards of any description at, in or about the Facilities unless approved in advance in writing by Licensor's representative, and Licensee shall remove any approved signs, etc., no later than the time specified by Licensor's representative in such approval. Licensee shall not, prior to obtaining approval from Licensor's representative, publicize nor cause to be publicized, in any manner, any event (s) in the facility.

19. SEATING CAPACITY:

Licensee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the capacity of the facilities nor admit thereto a larger number of persons that can safely and freely move about therein. The decision of Licensor's representative in this respect shall be final.

20. FACILITIES AND STAGE RESTRICTIONS:

- A. Licensee understands that determination of adequate rigging capability is the responsibility of Licensee.
- B. Licensee understands that the Facilities will not be totally dark for theatrical lighting purposes; the emergency lighting maintained internal to the seating areas will permit less than a total blackout in the Facilities.
- C. Licensee understands that there shall be no charge which violates fire codes (including minimum fire aisle requirements).
- D. Licensee understands that smoking is absolutely prohibited in the Facilities arena or on stage, and Licensee shall share responsibility with Licensor to assure that proper announcements are made and follow-up steps are taken to prevent/eliminate such activities; Licensee is specifically responsible for controlling the conduct of its employees, agents, attractions/entertainers and contractors in this regard.

21. CONDUCT OF PERSONS; ANNOUNCEMENTS:

Licensee shall be responsible for the orderly conduct of all its officers, employees, agents, attractions/entertainers, contractors, licensees and invitees which may be at or in the Facilities during the license period. Licensor reserves the right to eject or cause to be ejected from the Facilities any person or persons whose conduct is unlawful or otherwise objectionable within its reasonable discretion. In addition, within and using reasonable discretion Licensor shall have the right to make announcements at any time during the Event in the interest of public safety, proper operation of the Facilities, crowd control and compliance with rules, regulations, laws, etc.

22. CONTROL OF THE BUILDING:

Licensor shall remain in control and possession of the facility during the shelter operation and recovery period and the entrances and exits of the facilities shall be locked and unlocked at such times as will accommodate licensee's occupancy and use of the facilities pursuant to this Agreement. The keys to and the Facilities shall at all times be in the possession and control of Licensor's representative. All duly authorized representatives of Licensor shall have the right to enter the Facilities and all parts thereof at all times for business purposes only, provided, this shall not authorize or empower the Licensor to direct the activities of the Licensee or assume liability for Licensee's activities.

23. LOST ARTICLES:

Licensor shall have the sole right to collect and have custody of, as gratuitous bailee, articles left, lost or checked in, on or about the facilities by person attending or participating in the Event, and Licensee shall not collect nor interfere with the collection or custody of such articles.

24. DANGEROUS MATERIALS:

Licensee shall not, without the advance written consent of Licensor's representative, put up or operate any engine or motor machinery or use any flammable, toxic or explosive items in the Facilities. Licensee agrees that all decorative materials used in the Facilities will be flame-proof and that all questions of safety will be resolved to the satisfaction of Licensor's representative.

25. UTILITY CONNECTIONS:

Licensor shall provide and maintain the necessary utility connections and service, including water, electricity, sewage disposal, heat and air conditioning at the Facilities for the Event and other occupancy and use of the Facilities by Licensee. In addition, Licensor shall provide all plumbing, electrical, carpentry or like work which may be required to accommodate the Facilities for the Event unless Licensor's representative agrees otherwise in writing in advance. The costs and expenses incurred by Licensor in providing and maintaining necessary utility connections and service, and such additional plumbing, electrical, carpentry and like work as may be required, shall be assessed Licensee as reimbursable expenses pursuant to Paragraph 5 hereof. Licensor does not warrant against interruption in or failure of such utility connections and service, and Licensor shall not be liable to Licensee or others for any loss, damage, cost or expense which may result or arise from any such interruption or failure.

26. STORAGE:

In the receipt, handling, care or custody of Licensee's property of any kind shipped or otherwise delivered to the Facilities either prior to, during or subsequent to Licensee's occupancy and use of the Facilities, Licensor and its officers, agents and employees shall act solely for the accommodation of Licensee, and neither Licensor nor its officers, agents or employees shall be liable for any loss, damage or injury to such property unless claims arise from the negligence or willful misconduct of Licensor, its agents, employees, representatives or contractors.

27. OBSTRUCTIONS; ALTERATIONS:

Licensee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of any utility connections or service in, on or about the Facilities, including water, electricity, sewage disposal, telephones, heat, ventilation and air conditioning systems or portions thereof, nor do, permit to be done, anything which may interfere with free access and passage in the Facilities, and adjacent and adjoining public areas, streets and sidewalks. Licensee shall not install or remove any fixtures, partitions, equipment, furnishings or other property in, on or about the Facilities without the advance written approval of Licensor's representative.

28. SCHEDULING:

Unless Licensor and Licensee agree otherwise in advance in writing, Licensor shall be privileged to schedule other similar Events both before and after the Event without notice to Licensee.

29. EXHIBIT ENTRANCE:

All equipment, exhibits and other materials shall be brought into or out of the Facilities only at such entrances and exits as may be designated by Licensor's representative. Licensee shall not operate or permit the operation of vehicles on the pedestrian entrance slabs at level two of the Facilities.

30. OCCUPANCY INTERRUPTIONS:

If, irrespective of fault of either party, the Facilities or any part thereof shall be destroyed or damaged by fire or other cause, or if, irrespective of fault of either party, any casualty or unforeseen occurrence, including, but not limited to, acts of God, war, riots, strikes or acts of governmental authorities shall render the Facilities unoccupiable and/or unusable or otherwise render this Agreement impossible of performance by both parties, or if the Facilities are required for public necessity or emergency use, this Agreement shall be at once terminated. Licensor or Licensee shall not, in any such case, be held liable or responsible to each other for any damage caused by said termination. Licensor shall be relieved from any further liability by reason of this Agreement, and no claims for compensation or damage shall be made against Licensor or Licensee by each party. Any license fees for the unused portion of Licensee's license hereunder shall, under such circumstances, be refunded to Licensee; provided, however, that such reimbursable expenses as may have been incurred by Licensor pursuant to Paragraph 7 hereof shall be paid by Licensee to Licensor. Licensee shall have no liability hereunder for failure to fulfill all its obligations for reasons beyond its control.

31. TERMINATION BY LICENSOR:

Licensor shall have the right to terminate this agreement immediately without notice and without penalty or liability, in the event of any default by Licensee in the performance of the terms and conditions hereof. Licensor shall, in addition, have the right to terminate this Agreement, with or without cause and without material penalty or liability, by giving written notice to Licensee of such termination not less than thirty (30) days in advance of the license period. Licensee reserves the right to remedy any alleged breach before being subject to termination of the agreement.

32. INDEPENDENCE OF PARTIES:

It is understood and agreed that nothing herein contained is intended or should be construed as creating or establishing the relationship of partners between Licensor and Licensee or as constituting Licensee as the agent or representative of Licensor for any purpose or any manner whatsoever. Licensee is not authorized to bind Licensor to any contracts or other obligations. Licensor shall not be liable for any acts of Licensee in exercising the license granted herein.

33. GOVERNING LAW; FORUM:

This Agreement shall be exclusively governed by the law of the State of Louisiana both as to interpretation and performance. Any action at law, suit inequity, or other judicial proceeding for the enforcement of this Agreement, or any provisions thereof shall be instituted only in the courts of the State of Louisiana located in Lafayette, Louisiana.

34. NON-WAIVER:

No failure to exercise or delay in exercising any right, power or remedy accruing to Licensor on any breach or default of Licensee hereunder shall impair any such right, power or remedy, or be construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be construed as a waiver of any other breach or default theretofore or thereafter occurring.

35. PARAGRAPH HEADINGS:

The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

36. LICENSOR'S REPRESENTATIVE:

The Licensor's representative, for purposes of this agreement, shall be the chairman of THE CAJUNDOME COMMISSION, or designee.

37. NOTICES:

All notices to be given under this Agreement shall be deemed to be duly given when mailed by registered or certified mail, postage prepaid, to Licensor at CAJUNDOME, Lafayette City-Parish Consolidated Government, 444 Cajundome Blvd., Lafayette, Louisiana, 70506, and to Licensee at

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

38. RETURN OF AGREEMENT:

In the event this Agreement is not executed by Licensee and returned to Licensor within fourteen (14) days of the date it is sent to Licensee, this Agreement and any offer or reservation of the Facilities in connection herewith shall, at the option of Licensor, be deemed null and void.

39. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement of Licensor and Licensee, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between them other than are set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either Licensor or Licensee unless reduced to writing and signed by them and by direct reference therein made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2006.

APPROVED AND AGREED TO:

LICENSEE:

\_\_\_\_\_

BY:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_

THE CAJUNDOME COMMISSION:

BY:

\_\_\_\_\_  
TITLE:

Director

**APPENDIX D****AMERICAN RED CROSS  
FACILITY AGREEMENT**

Facility:

This agreement is made and entered into between \_\_\_\_\_  
(Owner/Operator) and \_\_\_\_\_ [Chapter of] The American National  
Red Cross \_\_\_\_\_ (collectively "the Parties") in order to provide physical facilities  
to support American Red Cross [*DISASTER RELIEF NUMBER OR NAME OF DISASTER*].

A. As such Owner/Operator agrees to:

1. Provide facilities, approximately \_\_\_\_\_ square feet, known as \_\_\_\_\_  
[OR IF USING A PORTION OF BUILDING CLEARLY INDICATE SPACE  
PARAMETERS YOU WILL BE USING, ADD ATTACHMENT IF NECESSARY],  
located at \_\_\_\_\_ (City) \_\_\_\_\_  
(State) \_\_\_\_\_ (Zip) ("Facility/Property") for the sum of \$0.00 or \$ \_\_\_\_\_ per  
day/week/month, beginning on \_\_\_\_\_ for a period of  
\_\_\_\_\_ days/weeks/months ("Term"). The Parties may extend the term by  
mutual agreement. Owner/Operator agrees to provide the Red Cross with \_\_\_\_\_ days  
prior written notice should Owner/Operator need to terminate this Agreement for any  
reason.
  
2. Provide support to access appropriate telecommunications resources. The installation,  
maintenance and removal costs of radios, telephones and related automation equipment  
will be borne by the American Red Cross, unless specified otherwise:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
3. Provide support to access utilities and other resources. Indicate which party will be  
responsible for the cost of the following utilities, on a prorated basis, for utilities actually  
used during the Term:  
Water: \_\_\_\_\_ Electricity: \_\_\_\_\_ Gas: \_\_\_\_\_  
Furnishings: \_\_\_\_\_ Other: \_\_\_\_\_  
These/other costs are further specified as: \_\_\_\_\_

A separate agreement must be executed between the Parties for use and or reimbursement  
for any other Owner/Operator services, including, but not limited to, personnel.

B. Red Cross agrees:

1. The Facility/Property will be returned to the Owner/Operator in the same condition as it was when occupied/acquired. Normal wear and tear is considered to be the responsibility of the Owner/Operator.
2. The \_\_\_\_\_ [Chapter of] The American National Red Cross agrees to defend, hold harmless and indemnify the Owner/Operator against any legal liability in respect to bodily injury, death and property damage to the extent arising from the sole negligence of the said Chapter during its use under this Agreement of the property belong to the Owner/Operator.

C. Both of the above named Parties agree to the following:

1. No modifications or changes will be made to the Facility/Property by the Red Cross without the express written approval of the Owner/Operator.
2. Prior to occupancy, representatives of both Parties will inspect the Facility/Property and will note any discrepancies and/or concerns on the inspection form attached to this Agreement as Attachment 1.
3. Prior to vacating the Facility/Property, representatives of both Parties will again inspect the Facility/Property to note any discrepancies and/or concerns in the release form attached to this Agreement as Attachment 2. Normal wear and tear is considered to be the responsibility of the Owner/Operator.
4. Prior to occupancy, representatives of both Parties will document the food and supplies inventory.
5. Prior to vacating the facility, representatives of both Parties will document the food and supplies used by the Red Cross. The Red Cross agrees to replace or reimburse \_\_\_\_\_ for any foods or supplies that may be used by the Red Cross in the conduct of its relief activities in said Facility/Property.
6. Other provisions as follows: [FOR EXAMPLE, PARKING, ADA]  
\_\_\_\_\_
7. Contact persons/agents for both Parties are identified as follows. Additional contact information may be included on a separate page and attached to this agreement:

Red Cross Representative:

\_\_\_\_\_ Phone ( ) \_\_\_\_\_

Organization/Owner/Operator:

\_\_\_\_\_ Phone ( ) \_\_\_\_\_

8. The American National Red Cross is a tax-exempt organization and generally is not subject to federal, state or local taxes.

The Parties, acting through their duly authorized officers, have executed this Agreement as of the Effective Date.

The \_\_\_\_\_  
**CHAPTER OF THE AMERICAN  
NATIONAL RED CROSS**

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

**By:**  
\_\_\_\_\_

**By:**  
\_\_\_\_\_

**Print Name:**  
\_\_\_\_\_

**Print Name:**  
\_\_\_\_\_

**Title:**  
\_\_\_\_\_

**Title:**  
\_\_\_\_\_

**APPENDIX E****FEMA KATRINA/RITA DISASTER SPECIFIC GUIDELINES**

U.S. Department of Homeland Security  
Washington, DC 20472

**FEMA**

**MEMORANDUM FOR:** Federal Coordinating Officers  
FEMA-1602-DR-FL  
FEMA-1603-DR-LA  
FEMA-1604-DR-MS  
FEMA-1605-DR-AL  
Sheltering Emergencies – FEMA-3215 etc. Seq.-EM

**ATTENTION:** Public Assistance staff

**FROM:** Nancy Ward, Director  
Recovery Area Command

**SUBJECT:** Disaster Specific Guidance #2  
Eligible Costs for Emergency Sheltering Declarations  
Hurricane Katrina

**PURPOSE:**

The purpose of this Disaster Specific Guidance is to clarify the eligibility of costs likely to be borne by State and local governments in the sheltering and care of the evacuees of areas devastated by Hurricane Katrina. It is anticipated that states not directly impacted by the effects of Hurricane Katrina will receive evacuees from the impacted states of Louisiana, Mississippi and Alabama. Evacuees may arrive as part of an organized, government-sponsored evacuation, or by their own means.

The influx of potentially thousands of evacuees from Gulf Coast states will overwhelm the local capacity of shelters operated by volunteer agencies and the American Red Cross, requiring State and local governments to act in a humanitarian fashion to meet current and anticipated sheltering needs, in both the short and long term. For this, the President has declared Emergency Declarations in several states making Federal assistance immediately available to State and local governments for 100% of the eligible costs they incur to provide shelter and care to Katrina's victims.

**AUTHORITY:**

Emergency Declarations are authorized by Title V-Emergency Assistance Programs of the Robert T. Stafford Disaster Relief and Emergency Assistance Act P.L. 93-288, as amended.

**GUIDANCE:**

Applicants Eligible for public Assistance under an Emergency Declaration:

Public Assistance grants are available to State and Local Governments, certain Private Non-Profit Organizations and Indian Tribes located within designated areas. For the purposes of this guidance, the State may chose to be the single eligible applicant to receive financial assistance under this declaration or it may accept subgrant applications from eligible applicants. The applicant may contract or task any necessary agency to accomplish sheltering of evacuees from impacted areas. The applicant should claim the costs for the eligible services provided based upon a written agreement outlining payment procedures. All costs must be reasonable for the type of work performed.

**Eligible Costs for these Emergency Declarations:**

Based upon the provisions of Section 502 of the Stafford Act, assistance efforts to save lives, protect property, and public health and safety and lessen or avert the threat of a catastrophe can be accomplished by State and local governments or through Direct Federal Assistance (DFA) or a combination of both. Costs associated with these efforts are eligible under the emergency Declaration.

**Evacuation Costs:**

Costs associated with evacuation of people from disaster impacted areas can be an eligible expense if performed or contracted for by an eligible applicant. These costs can include:

- Eligible activities include transportation with drivers, shelter operations, security (on transportation and at shelters)
- Eligible labor costs:
  - Overtime for regular staff
  - Regular and overtime for extra hires
  - Contract costs
  - Overtime for backfill for transferred regular staff
- Travel and per diem of eligible employees in the performance of eligible activities is eligible.
- Transportation – to pick up evacuees (planes, trains, busses, ambulances, etc.) including local transportation to the shelters.
- Essential Assistance
  - Food
  - Water
  - Personal items such as those outlined in American Red Cross guidance
- Monitoring and stabilization of evacuees requiring medical care.

**Short Term Sheltering:**

Costs involved in shelter operations vary according to need and circumstances. In many instances, shelters are operated in government-owned facilities but managed by a volunteer agency. In such instances, only the actual expenses incurred by the eligible applicant, such as supplies or cleanup labor, would be eligible. However, when the government contracts with another organization, or undertakes to operate the shelter itself using its own employees or temporary hires, it may incur substantial eligible costs. In some circumstances, local or State governments may augment existing American Red Cross shelters with operating staff and nurses.

Eligible Category B sheltering costs may include, but are not limited to, the reasonable costs for:

- A. Facility costs.
  - Modifications to shelter buildings including addition of recreation equipment.
  - Facility lease or rental costs
  - Facility operating costs, such as power, water, and telephone
  - Site security and safety
  - Limited essential transportation to shuttle evacuees to and from acromedical transport site, post offices, banks, shopping, schools, and other essential trips
  - Phone banks for disaster victims, if essential and necessary
  - Internet service to aid in disaster assistance registration.
  
- B. Supplies and commodities for shelters. Supplies are defined as tangible personal property having an acquisition cost of less than \$5,000. Eligible items are those needed for, and used directly on, the declared disaster, and are reasonable in both cost and need. Examples include:
  - Cots
  - Towels/washcloths
  - Linens/blankets/pillows
  - Personal comfort kits (e.g., shampoo, soap, toothpaste, toothbrush, etc.)
  - Essential food and water
  - Generators
  - Television or radio
  - Washer/dryer
  
- C. Applicant-owned equipment. Eligible use of applicant-owned equipment such as busses or other vehicles is generally reimbursed according to the FEMA Schedule of Equipment Rates, which does not include operator labor.
  
- D. Contract Costs. Possible contract costs incurred by government may include:
  - Meal preparation or food catering costs
  - Contract security 247-7
  - Shelter management
  - Sheltering provided by another organization under contract or mutual aid pact with the local or State government; costs must be reasonable and similar to what it would have cost the government to provide the same level of service.
  
- E. Other essential services. Other services may be necessary to properly care for the shelter population. Examples include:
  - Medical staff for emergency care, including mental health
  - Public Information Officer
  
- F. Cleaning and Restoration. The costs incurred by an applicant to clean, maintain, and make minor repairs to a facility to pre-shelter condition is eligible.

**Interim Sheltering:**

In support of FEMA’s housing strategy, applicants are attempting to reduce the burden of traditional sheltering activities by providing interim shelters for evacuees. The costs incurred by an applicant to support such activities are eligible. Reimbursements will be for eligible shelter victims (i.e., evacuees) from the disaster affected States (LA, MS, AL) at the Fair Market Rate. These costs include the lease of properties, including apartments or hotels and will be reimbursed for a period of up to 12 months. Any costs above what is determined to be Fair Market Rate must be approved by the Chief Financial Officer (CFO) and the Recovery Division Director through the respective Regional office. The purchase of furniture and other essential items in order to make these facilities habitable is eligible.

**Medical Care:**

Shelters are typically staffed with one or more Emergency Medical Technicians (EMT), Licensed Practical Nurses (LPN) or Registered Nurses (RN) for health screening, to monitor the health of shelter residents, assess and treat minor illnesses and injuries, and make medical referrals (i.e., call 9110 when necessary. The number of nurses or other medical staff will vary according to the size and type of the shelter population. Special needs shelters will require higher skilled medical staff than a general population shelter, indicating the need for RN’s.

Eligible costs related to nursing services include, but may not be limited to:

- First aid assessment
- Medical referral
- Providing health information
- Care for individuals with chronic conditions including medications
- Ensuring that shelters are sanitary
- Monitoring and reporting abusive conditions
- Supervising volunteer and paid medical staff

When an eligible applicant is sheltering evacuated hospital patients, the operating costs such as transportation, triage, tests, and medication required to stabilize a patient is eligible. Operating costs for long-term treatments are not eligible in accordance with FEMA Policy 9525.4.

If an evacuee becomes ill in a shelter and a determination is made to transport that person to a hospital for further treatment, the costs associated with the transportation, diagnosis, testing and stabilization of that evacuee is eligible.

Vaccinations when administered to protect the health and safety of the shelter population at large or emergency workers are an eligible expense. The types of vaccine might include:

- Tetanus
- Hepatitis
- Tuberculosis
- Flu
- Pneumonia

If an evacuee was undergoing ongoing medical treatment at the time of the event and the treatment is required to continue to protect the health and safety of the individual or residents at large, the costs for ensuring availability of the treatment will be eligible. The costs can include:

Transportation to a medical facility qualified to administer the treatment.

If the treatment is not locally available, providing resources and supplies to administer the treatment.

If the treatment is covered by Private Insurance, Medicare, Medicaid or a pre-existing private payment agreement, it is the responsibility of the State, acting as Grantee, to ensure that these funds are documented and subtracted from the eligible costs.

### **Transportation Costs**

- For evacuees that request to be transported back to their point of origin when resources become available in that location to provide shelter, or to another location, the costs of transportation of evacuees can be an eligible expense.

### **EOC Costs**

Emergency Operation Center costs associated with the provision of emergency sheltering costs are an eligible expense.

### **Increases in the provision of Governmental Services:**

Due to the increase in population for the host state and/or local government, there may be an increase in the requirement to provide governmental services such as schools, police and fire protection and judicial services. The costs for the provision of those services are outlined below:

#### **Schools**

Since school age children will be residing in the shelters for a period of time, the availability of educational facilities will be an issue. If space is not available at a local school, the eligible applicant may lease or procure facilities (i.e. portable classrooms) with support services necessary to accommodate the additional students. Any increased transportation cost would also be an eligible expense.

#### **Police/Fire**

Additional security may be provided at the shelter based upon need. Fire Protection will be handled by the local fire department as part of its basic mission.

If warranted by specific situations, any overtime incurred by the local government in providing measure to protect the health and safety of the shelter residents through the use of the police or fire department may be an eligible expense. The local government should document the health and safety concern and any associated eligible costs for responding to the situation.

#### **Judicial Services**

Overtime costs for increases in judicial services required as a result of the increase in population due to the inclusion of evacuee to the population may be an eligible expense.

**Costs which are not eligible under the emergency declarations.**

- Long Term Housing
- Long term provisions for increased governmental services.
- Costs for permanent repairs of damaged facilities
- Debris Removal
- Regular Time for Force Account Labor

**APPENDIX F  
IAAM MEGA-SHELTER BEST PRACTICE GUIDELINES  
CONTACTS**

Greg Davis, Director  
CAJUNDOME  
444 CAJUNDOME Blvd.  
Lafayette, LA 70506  
337-265-2100  
[gdavis@cajundome.com](mailto:gdavis@cajundome.com)

Dana Intihar, Events Manager  
Reunion Arena  
777 Sports Street  
Dallas, TX 75207  
214-800-3069  
[dintihar@mail.ci.dallas.tx.us](mailto:dintihar@mail.ci.dallas.tx.us)

Juan A. Rodriguez, Dir. of Event Services  
Reliant Stadium  
One Reliant Park  
Houston, TX 77054-1574  
832-667-1717  
[jrodriguez@reliantpark.com](mailto:jrodriguez@reliantpark.com)

Dexter King, Executive Director  
IAAM  
635 Fritz Dr. Suite 100  
Coppell, TX 70519  
972-906-7441  
[Dexter.King@IAAM.org](mailto:Dexter.King@IAAM.org)

Turner Madden, IAAM Legal Counselor  
1700 Pennsylvania Ave. Ste. 400  
Washington, DC 20001  
202-349-2050  
[maddesq@bellatlantic.net](mailto:maddesq@bellatlantic.net)

**APPENDIX G  
IAAM MEGA-SHELTER BEST PRACTICE GUIDELINES  
REFERENCES**

**SHELTER CLASSIFICATION REFERENCES**

Louisiana Homeland Security Special Needs Shelter Guidance (January 26, 2005)  
[http://www.ohsep.louisiana.gov/memorandum\\_to.htm](http://www.ohsep.louisiana.gov/memorandum_to.htm)

Florida Least-Risk Decision Making (LRDM) Hurricane Evacuation Shelter Guidance Table  
<http://floridadisaster.org/bpr/Response/engineers/documents/CheatSheet.pdf>

Florida Proceedings of the Shelter Implementation Workshop (LRDM Explained)  
<http://floridadisaster.org/bpr/Response/engineers/documents/shiwrpt.pdf>

American Red Cross ARC 4496, Standards for Hurricane Evacuation Shelter Selection  
<http://floridadisaster.org/bpr/Response/engineers/documents/newarc4496.pdf>

American Red Cross Guidelines for Hurricane Evacuation Shelter Selection  
<http://floridadisaster.org/bpr/Response/engineers/documents/arc4496.pdf>

Florida Refuge of Last Resort Strategy  
[http://floridadisaster.org/bpr/Response/engineers/documents/RefugeOfLastResort1.pdf?App\\_mode=Display\\_Statute&Search\\_String=&URL=Ch0252/SEC385.HTM&Title=-%3E2002-%3ECh0252-%3ESection%20385](http://floridadisaster.org/bpr/Response/engineers/documents/RefugeOfLastResort1.pdf?App_mode=Display_Statute&Search_String=&URL=Ch0252/SEC385.HTM&Title=-%3E2002-%3ECh0252-%3ESection%20385)

**SHELTER ACTIVATION REFERENCES**

National Response Plan  
<http://www.dhs.gov/interweb/assetlibrary/NRPbaseplan.pdf>

FEMA Mitigation Division  
<http://www.fema.gov/fima/>

Stafford Act  
<http://www.fema.gov/pdf/rrr/pa/pagappb.pdf>

NIMS Compliance for FY 2007 Shelter Reimbursements  
[http://www.fema.gov/pdf/nims/06\\_training.pdf](http://www.fema.gov/pdf/nims/06_training.pdf)

Incident Command System/Unified Command  
[http://www.nrt.org/Production/NRT/NRTWeb.nsf/AllAttachmentsByTitle/SA-52ICSUCTA/\\$File/ICSUCTA.pdf?OpenElement](http://www.nrt.org/Production/NRT/NRTWeb.nsf/AllAttachmentsByTitle/SA-52ICSUCTA/$File/ICSUCTA.pdf?OpenElement)

## **SHELTER CONTRACTS, LIABILITY REFERENCES**

FEMA Guide to the Disaster Declaration Process

[http://www.fema.gov/pdf/rrr/dec\\_proc.pdf](http://www.fema.gov/pdf/rrr/dec_proc.pdf)

Stafford Act

<http://www.fema.gov/pdf/rrr/pa/pagappb.pdf>

NIMS Compliance for FY 2007 Shelter Reimbursements

[http://www.fema.gov/pdf/nims/06\\_training.pdf](http://www.fema.gov/pdf/nims/06_training.pdf)

## **SHELTER PARTNER REFERENCES**

American Red Cross

<http://www.redcross.org/>

Federal Emergency Management Association

<http://www.fema.gov/>

Center for Disease Control and Prevention (website that can provide information on infection control in the mega-shelter, TB guidance, maintaining diaper stations, play areas, and animal control) <http://www.bt.cdc.gov/disasters/hurricanes/katrina/shelters.asp>

Salvation Army Emergency Disaster Services

[http://www.salvationarmyusa.org/usn/www\\_usn.nsf/766d2187c97e6bf180256cf4005d2284/7d2966eeaa11a22780256ff8006a6e06/\\$FILE/Emergency%20-%20overview.pdf](http://www.salvationarmyusa.org/usn/www_usn.nsf/766d2187c97e6bf180256cf4005d2284/7d2966eeaa11a22780256ff8006a6e06/$FILE/Emergency%20-%20overview.pdf)

National Voluntary Organizations Active in Disasters

<http://www.nvoad.org/>

*Thanks to the CAJUNDOME Commission and the IAAM Foundation for making this report possible.*

