



## Governing Board Agenda Item

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Meeting Date: April 2, 2026

From: Mark Goligoski, Assistant Superintendent

Subject: American National Red Cross Facilities Use Agreement

Priority: To plan for future needs in a proactive, accountable manner

Consent  Action  Discussion

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### Background:

This Facilities Use Agreement grants the American National Red Cross access to Marana High School, Marana Middle School, Mountain View High School, and Picture Rocks Elementary School to provide services to individuals affected by a disaster. The American National Red Cross may utilize these facilities as service centers or shelters for individuals and their pets. Red Cross officials and volunteers will remain on-site to coordinate all activities.

Representatives from the American National Red Cross, in coordination with Marana Unified School District Facilities Department staff, have visited all four locations and determined that the available amenities are sufficient to support the community in the event of a crisis.

Legal counsel has reviewed and approved the agreement and recommended the addition of a rider to provide enhanced protections for the District. Representatives from the Red Cross shared that they will contact the District within three to five years to request reevaluation of the facilities and agreement. This agreement will remain in effect until that time.

### Recommended Motion:

I move that the Governing Board approve the Facility Use Agreement and Rider to the Facility Use Agreement between the American National Red Cross and the Marana Unified School District, authorizing the use of Marana High School, Marana Middle School, Mountain View High School, and Picture Rocks Elementary School as service centers and shelters for individuals and their pets during a disaster.

Approved for transmittal to the Governing Board:

  
Dr. Daniel Streeter, Superintendent



# Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

## Parties and Facility

### Owner:

Full Name of Owner	Marana Unified School District
Address	11290 West Grier Road, Marana, AZ 85653
24-Hour Point of Contact Name and Title Work Phone Cell	Mark Goligoski Assistant Superintendent 928-925-5686
Address for Official Notices (only if different from above	

### Red Cross:

Chapter Name	
Chapter Address	
24-Hour Point of Contact Name and Title Work Phone Cell	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

### Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

<p>Marana High School - 12000 W. Emigh Rd., Tucson, AZ 85743  Picture Rocks Elementary - 5875 N. Sanders Rd., Tucson, AZ 85743  Marana Middle School - 11285 W. Grier Rd., Marana, AZ 85653  Mountain View High School - 3901 W. Linda Vista Blvd., Tucson, AZ 85742</p>
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## Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's *Facility/Shelter Opening/Closing Form* to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.

9. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

a. Owner will not charge a fee for the use of the Facility.  
 Owner Initials \_\_\_\_\_ Red Cross Initials \_\_\_\_\_

b. The Red Cross will pay \$\_\_\_ per: \_\_\_ for the right to use and occupy the Facility  
 Owner Initials \_\_\_\_\_ Red Cross Initials \_\_\_\_\_

10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.*

b. *Reasonable costs associated with custodial and food service personnel and supplies which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.*

c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):*

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'
  - a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

**Digital Signature:** Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

_____	The American National Red Cross
Owner (Legal Name)	(Legal Name)
_____	_____
By (Signature)	By (Signature)
_____	_____
Name (Printed)	Name (Printed)
_____	_____
Title	Title
_____	_____
Date	Date

## PET ADDENDUM TO FACILITY USE AGREEMENT

This Pet Addendum to Facility Use Agreement ("Addendum") is hereby annexed to and made a part of the Facility Use Agreement ("Agreement") having an effective date of \_\_\_\_\_, 20\_\_\_\_, and entered into between \_\_\_\_\_ ("Owner") and The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate under the laws of the United State (36 U.S.C. §§ 300101-300111 (2007) ("Red Cross"). Owner and Red Cross are each sometimes referred to herein as a "Party" and collectively, as "Parties", as the context requires. Capitalized terms used, but not defined herein have the meanings set forth in the "Agreement".

Owner hereby grants permission to the Red Cross to permit its clients while occupying a portion of the Premises ("Client") to keep only those pet(s) described below upon the terms and conditions in this Addendum. All pets are subject to the following general policies:

1. Clients' household pets, including assistance/therapy animals (each as defined by applicable law) are permitted to be kept on and in the area of the Facility designated on Exhibit A of this Addendum ("Pet Area"), or other areas (designated by Owner) in the building.
2. Clients' service and/or guide animals (as defined by applicable law) are permitted to be kept in the same area of the Facility as the Client.
3. At all times when a client's pet is outside the Pet Area, the pet must be secured by either a leash, or in a carrier or other container and restrained in such a way so as not to cause any damage to people or the Facility. Except for service and/or guide animals, no pet is permitted in any part of the Facility, other than the Pet Area, or other areas designated and approved by Owner.
4. Owner's personnel shall avoid physical contact with any pet and shall enter the Pet Area only accompanied by the Red Cross Representative (identified in the Agreement) or Animal Welfare Organization (AWO) providing care and/or support of the pet.
5. Red Cross agrees that it, acting through the AWO, shall be responsible for sheltering, feeding, maintaining, and overseeing the welfare of the pets in compliance with all applicable laws and regulations, including but not limited to all state law and local ordinances regarding pet ownership and liability.
6. The Parties may execute and deliver this Addendum in counterparts.
7. Except as otherwise set forth in this Addendum, the terms of the Agreement remain in effect.
8. The term of this Addendum shall be coterminous with the term of the Agreement.

The Parties have executed and delivered this Addendum as of the Effective Date.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized officers, have executed this Contract, which shall come into force as of the latest date of the signatures below.

OWNER	RED CROSS
Name: _____	The American National Red Cross
By: _____ Signature	By: _____ Signature
Print Name: _____	Print Name: _____
Title: _____	Title: _____

**Exhibit A**

**Diagram of Pet Area (include location of pet waste disposal bins/areas)**

## **RIDER TO FACILITY USE AGREEMENT**

Marana Unified School District / The American National Red Cross

This Rider ("Rider") is attached to and made part of the American National Red Cross LOG Facility Use Agreement, including any Pet Addendum (collectively, the "FUA"), between Marana Unified School District, a political subdivision of the State of Arizona ("District"), and The American National Red Cross, a nonprofit corporation chartered by Congress ("Red Cross"). Capitalized terms used but not defined in this Rider have the meanings given in the FUA. If there is a conflict between this Rider and the FUA, this Rider controls.

1. No Waiver of Immunities; Notice of Claim. Nothing in the FUA or this Rider constitutes or shall be construed as a waiver by the District of any right, defense, immunity, limitation, or protection afforded by law, including A.R.S. §§ 12-820 to -826, or of the requirements of A.R.S. § 12-821.01.

2. Conflict-of-Interest Cancellation. This Agreement is subject to A.R.S. § 38-511. The District may cancel the FUA within three (3) years after execution, without penalty or further obligation, as provided by that statute.

3. Indemnification (Supersedes FUA § 12). To the fullest extent permitted by law, Red Cross shall defend, indemnify, and hold harmless the District, its Governing Board, officers, employees, agents, and volunteers from and against all claims, demands, damages, losses, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) arising out of or resulting from Red Cross's operations at or use of the Facility, including acts or omissions of Red Cross's employees, volunteers, contractors, invitees, or shelter occupants under Red Cross's direction or control. This obligation does not apply to the extent a claim is adjudicated to have been caused by the sole negligence of the District. Red Cross's duties under this Section are not limited by any insurance maintained by Red Cross.

4. Evidence of Insurance (Supplements FUA § 11 only).

4.1 Certificate of Insurance. Before any occupancy and upon policy renewal during the FUA term, Red Cross shall furnish the District with a certificate evidencing the coverages required by FUA § 11 (Commercial General Liability, Business Automobile Liability, and Workers' Compensation/Employers' Liability) and confirming that such policies are in force for the period of use.

4.2 No Other Changes. Except as set forth in this Section 4, FUA § 11 remains unchanged.

5. Reimbursement Supplement (FUA § 10). Notwithstanding anything to the contrary in FUA § 10, reimbursement to the District shall include all reasonable, actual out-of-pocket costs attributable to Red Cross's occupancy and use, including District personnel time at the District's actual hourly cost inclusive of employer-paid taxes/benefits and overtime or premium pay when required by operations. The District shall submit an itemized statement with reasonable supporting documentation within sixty (60) days after demobilization. The parties will cooperate to seek available public assistance, but Red Cross shall timely reimburse the District for non-eligible costs and for eligible costs not reimbursed within a reasonable time. The District will not seek duplicate recovery for the same cost.

6. Educational Priority; Suspension/Relocation (Adds to—and supersedes any inconsistent language in—FUA § 13). District educational operations and District-sponsored activities have priority. The District may suspend, relocate, curtail, or terminate Red Cross occupancy when necessary to resume or continue classes safely or to address campus security concerns. Upon notice, Red Cross shall promptly commence demobilization or relocation in coordination with the District.

7. Security and Safety (Modifies FUA § 6). Red Cross is responsible for internal shelter safety and security, occupant management, and coordination with law enforcement; the District retains control over exterior campus access. Red Cross shall ensure compliance with District policies and published rules governing facility use and campus safety, including prohibitions on weapons, alcohol, illegal drugs, marijuana, and smoking/vaping on school property, and shall follow District visitor-management and access-control procedures.

8. Communications and Public Records (Supersedes FUA § 7). The District may issue communications regarding District operations, closures, access, safety, and reopening. When practicable, the District will coordinate with Red Cross before issuing statements about Red Cross operations; however, nothing herein restricts the District's legal duties.

9. ADA/Service Animals and Pets (Complements Pet Addendum). Operations will comply with Title II of the ADA and A.R.S. § 11-1024 regarding service animals. Service animals accompanying individuals with disabilities are permitted wherever their handlers may go, subject to ADA control and sanitation standards. Pets are permitted only as provided in the Red Cross Pet Addendum. Red Cross is responsible for pet care and compliance.

10. Record Retention and Inspection. Red Cross shall retain, and shall require its subcontractors to retain, books and records relating to the FUA for five (5) years after demobilization and shall make them available to the District at reasonable times.

11. Fingerprint Clearance; Worker Eligibility. If Red Cross personnel or contractors may have unsupervised contact with District students, Red Cross shall ensure fingerprint clearance consistent with A.R.S. § 15-512 and require the same of its contractors. Red Cross shall comply with A.R.S. §§ 41-4401 and 23-214(A) and require the same of its contractors.

12. Assignment; Third-Party Use. Red Cross shall not assign the FUA, permit any third-party use of District facilities, or delegate material duties without the District's prior written consent.

13. Governing Law; Venue; No Arbitration. Arizona law governs. The parties consent to exclusive venue in the Pima County Superior Court of Arizona. To the extent not required by A.R.S. §§ 12-1518 and 12-133, the parties elect not to arbitrate disputes.

14. Order of Precedence; Integration. This Rider is incorporated into the FUA. If there is a conflict between this Rider and the FUA or any Red Cross addendum (including the Pet Addendum), this Rider controls.

15. Counterparts; Electronic Signatures. This Rider may be executed in counterparts, including by electronic or digital signature, each deemed an original and together one instrument.

## SIGNATURES

Marana Unified School District

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

The American National Red Cross

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_