

**HOST SHELTER AND STAGING AGREEMENT BETWEEN THE  
VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT  
AND  
STATE FAIR OF VIRGINIA, INC.**

THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN THE COMMONWEALTH OF VIRGINIA AND STATE FAIR OF VIRGINIA, INC.:

WHEREAS, the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, Va. Code Ann. §§ 44-146.13 *et seq.*, provides the Virginia Department of Emergency Management (VDEM) with certain authorities to carry out the purposes of that law, including, but not limited to, the authority to (1) coordinate and administer preparedness plans and programs with local governments, (2) determine requirements of political subdivisions for necessities needed in the event of a declared emergency, which are not otherwise readily available, (3) coordinate with public and private entities in implementing programs for disaster prevention, mitigation, preparation, response, and recovery, (4) provide assistance during a period of emergency, as declared by the Governor, to political subdivisions to ensure orderly and timely recovery from disaster effects, and (5) enter into agreements necessary or incidental to performance of any of its duties (see Virginia Code Ann. Section 44-146.18); and

WHEREAS, this agreement, once consummated, will authorize as between VDEM and State Fair of Virginia, Inc. (the "Host Entity") the request and provision of shelter facilities and staging operations in accordance with established procedures in the threat of a hurricane or other natural or man-made event impacting Virginia, and

WHEREAS, to provide the most effective sheltering facilities and staging operations possible, the Host Entity intends to foster coordination with VDEM by the exchange of information, and development of plans and procedures to implement this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

**SECTION 1: DEFINITIONS**

- A. Agreement – This Agreement between the Virginia Department of Emergency Management and the Host Entity; State Fair of Virginia, Inc. once executed by both parties exchanging a copy with original signatures and authorizing resolutions where necessary.
- B. Authorized Representative - An employee of the Host Entity authorized in writing by that entity to offer assistance under the terms of this agreement. The list of Authorized Representatives shall be provided to VDEM. The list should be updated as needed, at least annually.
- C. COVEOP - Commonwealth of Virginia Emergency Operations Plan - A plan developed and maintained by the Department of Emergency Management that identifies procedures for state level management of emergencies.
- D. Designated Shelter - A Department of Social Services managed facility designated by the Host Entity that is capable of being used to provide basic services to the general population including registration (identification), food, lodging, first aid, and security; such facility may be pre-approved by the Red Cross at the discretion of the Host Entity. The facility shall also include designated space for VDEM, at its discretion, to erect temporary structures or tents for the sheltering of animals, such animals to be limited to cats and dogs.
- E. Evacuation Directive - Any communication from the Governor recommending or mandating persons in areas at risk to leave their places of residence and travel to safer areas.
- F. Evacuation Routes – State- or federally-maintained roads designated by the Virginia Department of Transportation for the use of motorists evacuating from portions of Virginia when threatened by a hurricane or other natural or man-made event.
- G. Host Entity - Independent installations, such as a military base, or private organizations/facilities which are authorized to provide aid, in the form of staging resources and/or sheltering people and which have provided a complete executed copy of an Agreement to the Department of Emergency Management.

- H. Risk Locality – Any city, county or town in Virginia that are at risk of the effects of hurricane or other natural or man-made event as indicated in the COVEOP.
- I. Staging Area – A site managed to receive structured resources (goods) from various sources.
- J. Shelter Operations - Any activity involved in opening, mechanically maintaining, and closing facilities as shelters.
- K. VDEM - Virginia Department of Emergency Management - The state agency responsible for management and administration of disaster relief for Virginia.
- L. VEOC - Virginia Emergency Operations Center - A facility maintained at all times by VDEM to coordinate emergency response activities of state and federal agencies.

## SECTION 2: HOST ENTITY RESPONSIBILITIES

### A. Shelter

#### 1. Pre-Construction

Host Entity will develop the shelter facility and support environs with review and approval by VDEM in the following manner:

- a. Develop and provide a construction project plan for a 63,000 square foot exhibit hall with support utilities incorporating shelter use capability with construction milestones and a completion date no later than September 1, 2009.
- b. Develop building plans which reflect the above-referenced project plans.
- c. Enter into construction contract which relies upon the above-referenced construction project plan and building plans.
- d. Project plan, building plans, and construction contract are to provide for the exhibit hall to:
  - (1) Contain a kitchen capable of preparation of 6,500 meals daily. (Exhibit Hall does not have capacity for storage of the volume of food necessary each day.)
  - (2) Accommodate restrooms capable of serving 2,200 individuals per building code standards.
  - (3) Be wired to accommodate a support generator for backup power per specifications provided by Commonwealth.
  - (4) Have wind tolerance of 90 MPH and snow load tolerance of 20 pounds per square foot.
- e. Project plan, building plans, and construction contract are to provide for a paved area that:
  - a. Contains two pads with surface area of at least 20,000 square feet each.
  - b. Is readily accessible to the exhibit hall.
  - c. Can accommodate temporary structures or tents suitable for animal shelter and pet food storage and preparation, such animals to be limited to cats and dogs as defined by VDEM.
  - d. Has access to water for pan washing and cage cleaning.
- f. Develop and provide a site plan to assure adequate shelter functionality relative to, but not necessarily limited to, traffic flow (ingress and egress), parking for 1,200 vehicle and shelter operations support vehicles, limited to the area adjacent to the designated shelter.

## 2. Post-Construction

Host Entity will develop plans and procedures to support shelter operations. The Host Entity is responsible for:

### a. Pre-Event

- (1) Assigning an individual the responsibility of receiving need notification and, internally, authorizing use of resources for hosting.
- (2) Informing VDEM of the name and direct contact information of the authorized individual.
- (3) Maintaining facilities to ensure availability for use as shelters on short notice.

### b. Event

- (1) Providing appropriate personnel and resources to support shelter operations.
- (2) Maintaining communications with the VEOC to determine the status of the threat and the evacuation of people from risk localities.
- (3) Notifying the VEOC of its readiness to provide shelter facilities.

## B. Staging

Host Entity will develop plans and procedures to provide staging area for goods. The Host Entity is responsible for:

### 1. Pre-Event

- a. Assigning an individual the responsibility for authorizing use of resources for staging operations.
- b. Informing VDEM of the name and direct contact information of the authorized individual.
- c. Identifying appropriate areas for staging.

### 2. Event

- a. Providing appropriate personnel and resources to mechanically maintain staging areas in coordination with the VEOC.
- b. Establishing and maintaining communications with the VEOC.
- c. Notifying the VEOC of its readiness to provide the staging area.

## SECTION 3: ROLE OF THE VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT

A. Under this Agreement, the responsibilities of VDEM during normal operations are:

1. Enter into the Agreement on behalf of the Commonwealth of Virginia,
2. Integrate this Agreement into the procedures of the VEOC,
3. Coordinate training of shelter and staging area support staff,
4. Identify likely equipment and supply needs,
5. Assist in the execution of this Agreement, including but not necessarily limited to, timely review of submitted documents.

- B. Under this Agreement, the responsibilities of VDEM during a State of Emergency declared by the Governor are:
1. Coordinate shelter staffing with the Virginia Department of Social Services, staging operations and procurement of needed equipment and supplies,
  2. Coordinate animal shelter preparation and staffing, including the provision of any temporary structures or tenting necessary.
  2. Establish and maintain communications with the Host Entity that has executed this Agreement.
  3. Request Authorized Representative of the Host Entity to determine the readiness of facilities, personnel, equipment and resources and notify VEOC of determination.
  4. Coordinate provision of equipment and supplies to the shelter areas and staging areas from state and federal agencies in accordance with COVEOP.
  5. Coordinate requests for reimbursement for eligible costs and process reimbursements.

#### SECTION 4: REIMBURSEABLE EXPENSES

- A. A Host Entity will be reimbursed for 100% of eligible expenses, if it has executed this Agreement and has supplied a complete executed copy of the Agreement to VDEM.
- B. Items eligible for reimbursement are any of the following expenses that were incurred by the host entity after the Governor declared a State of Emergency:
1. Costs of overtime salary and benefits of personnel involved in shelter or staging operations,
  2. Costs and lost revenue directly related to the loss of the ability of the Host Entity to provide regular services,
  3. Costs to restore sheltering facilities to pre-sheltering conditions or staging facilities to pre-staging conditions,
  4. Costs related to providing water, wastewater disposal, heat, cooling, electric power, and telephone service to shelters or staging areas and to persons in support of shelter operations or staging operations,
  5. Any cost related to supplies utilized for shelter or staging operations, if any.
- C. Host entity shall comply and cooperate in any audit associated with a request for reimbursement performed by the Commonwealth of Virginia and/or Federal Government.
- D. The failure of the Commonwealth of Virginia to progress in good faith to reimburse the Host Entity for all eligible expenses pursuant to this Agreement shall be grounds for the Host Entity to not perform its responsibilities prospectively as set forth in Section 2, Paragraph A, Sub-paragraph 2 and Section 2, Paragraph B of this Agreement.

#### SECTION 5: JOINT RESPONSIBILITIES

- A. The Host Entity and VDEM shall work together to develop a mutually agreed upon Operation Plan. The Plan shall incorporate the basic responsibilities of each party as set forth in this Agreement and provide further details, as applicable, on the use of the Host Entity facilities and property for staging and sheltering purposes pursuant to this Agreement.

B. The Host Entity and VDEM shall work together to jointly identify and pursue funding opportunities for the construction of permanent facilities to be located in close proximity to the exhibit hall that could be used as animal shelters during an emergency.

**SECTION 6: INSURANCE**

Each participating Host Entity shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Host Entity is insured, its file shall contain a letter from its insurance carrier authorizing it to provide assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage either on employees, vehicles, or liability. If a Host Entity is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement, which is filed with VDEM. Each Host Entity shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance as a Host Entity.

**SECTION 7: LIABILITY**

Each Host Entity shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing assistance rendered or performed pursuant to the terms and conditions of this agreement. This agreement, pertaining to shelter and staging operations, provides an emergency services function within the meaning of Section 44-146.16, Code of Virginia, and participation in this emergency services activity is intended by the parties to be covered by the immunity provisions of Section 44-146.23 of the Code of Virginia.

**SECTION 8: SUMMARY REPORT**

Following the period of a State of Emergency during which this Agreement was activated, the Host Entity will prepare a Summary Report on the form attached and forward to the VEOC.

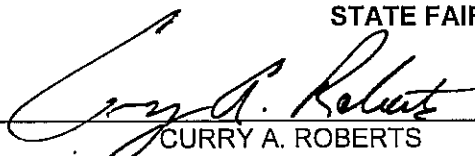
**SECTION 9: EFFECTIVE DATE OF THIS AGREEMENT AND TERM**

This Agreement shall be in full force and effect upon approval by the host entity and the Virginia Department of Emergency Management. It is the intent of both parties that this Agreement remain in full force and effect for a period of twenty (20) years, or until such time as the Agreement is superceded by a subsequent written agreement or terminated by written consent of the parties.

This MOA is a statement of the obligations of the signatory parties to coordinate their efforts. It is not a contract and it is not enforceable in any judicial or administrative forum; it does not create any rights or duties of any third party. It does not purport to modify the statutory duty of any signatory.


IN WITNESS WHEREOF, the following parties have duly executed this Agreement as set forth below:

**STATE FAIR OF VIRGINIA, INC.:**

BY:   
CURRY A. ROBERTS PRESIDENT

DATE: 12/11/07

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF EMERGENCY MANAGEMENT**

BY: 



**AUTHORIZED REPRESENTATIVES TO REQUEST PROVISION OF HOST  
SHELTER/STAGING/DISTRIBUTION:**

Primary Representative

Name: Michael M. Cline  
Title: State Coordinator of Emergency Management  
Address: 10501 Trade Court, Richmond, VA 23236-3713  
Day Phone: (804) 897-6501  
Night Phone: (804) 674-2400  
Fax: (804) 674-2419

Alternate Representative (1)

Name: Janet L. Clements  
Title: Chief Deputy State Coordinator of Emergency Management  
Address: 10501 Trade Court, Richmond, VA 23236-3713  
Day Phone: (804) 897-6501  
Night Phone: (804) 674-2400  
Fax: (804) 674-2419

Alternate Representative (2)

Name: Harry E. Colestock  
Title: Operations Division Director  
Address: 7700 Midlothian, Turnpike, Richmond, VA 23235  
Day Phone: (804) 674-2400  
Night Phone: (804) 674-2400  
Fax: (804) 674-2419

**HOST SHELTER SUMMARY REPORT**

EVENT: \_\_\_\_\_

HOST ENTITY: \_\_\_\_\_

SHELTER FACILITY NAME & ADDRESS: \_\_\_\_\_

DATE/TIME: SHELTER AREA OPEN / /20\_\_ \_\_\_\_\_ HRS.

SHELTER AREA CLOSED / /20\_\_ \_\_\_\_\_ HRS.

NUMBER OF PEOPLE INVOLVED: \_\_\_\_\_

NUMBER OF PETS INVOLVED \_\_\_\_\_

**REQUEST FOR REIMBURSEMENT**

In order to expedite request for reimbursement you are required to complete and submit itemized documentation (all supporting data) that specifies the actual cost per category for each shelter that was used during the event. Submit itemized data only for those areas for which you may claim reimbursement under the terms of the Agreement.

1) Personnel overtime expense and benefits \$ \_\_\_\_\_

2) Personnel expense for loss of ability to provide regular services \_\_\_\_\_

3) Cost to restore shelter facility to pre-shelter condition \_\_\_\_\_

4) Cost to direct people to staging area \_\_\_\_\_

5) Cost of shelter utilities \_\_\_\_\_

6) Cost of shelter supplies \_\_\_\_\_

7) Cost of shelter contract operations (if applicable) \_\_\_\_\_

**TOTAL REIMBURSEMENT REQUEST** \$ \_\_\_\_\_