



TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Dustin Dienst, Fire Chief
MEETING DATE: May 14, 2019
SUBJECT: Approve Agreement with School District 656
and the Manufactured Home Parks for
Sheltering of Mobile Home Park Residents

Background:

The City of Faribault takes pride in offering a multitude of services to its citizens. Keeping people safe is a priority and is accomplished in many different ways. The Fire Chief, who is also the Emergency Manager for the City, is responsible for having plans in place to address natural or man-made disasters.

The State of Minnesota also has rules in place to keep its citizens safe. One such rule states that manufactured home parks with ten or more manufactured homes, licensed prior to March 1, 1988, shall provide a safe place of shelter for park residents or a plan for the evacuation of park residents to a safe place of shelter.

We have four manufactured home parks in our city. We have a plan that includes a signed agreement with the school district to utilize schools near manufactured home parks as places of shelter. The parks themselves are responsible for sharing the plan with its residents. This plan is in effect for a two-year time period, but is revisited annually by the Fire Chief/Emergency Manager, manufactured home park representatives, and a representative of the school district.

Attachments:

- Signed Agreement between School District 656 and the Manufactured Home Parks
- List of Manufactured Home Parks and its assigned school/shelter

EMERGENCY SHELTER AGREEMENT

THIS AGREEMENT, made this 14th day of April, 2019, by and between Independent School District No. 656, Faribault (hereinafter "School District"), whose address is 2855 NW First Avenue Suite 1, Faribault, Minnesota 55021-0618, and Knollwood Court Mobile Home Park (hereinafter "Park"), whose address is 4924 Grant Street #102, Faribault MN 55021.

1920 2nd St NW #102

WHEREAS, School District maintains and operates various school buildings within its corporate boundaries; and

WHEREAS, Park has a need for designated temporary emergency shelters for individuals residing within the trailer court; and

WHEREAS, both parties mutually desire to reach an agreement through which Park residents may use designated school facilities as temporary emergency shelters in the event of inclement weather or other related civil emergencies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. School District agrees to allow Park to use the High School as a temporary emergency shelter, provided that such use of the facility does not interfere with the educational functions of the District.
2. Park shall be responsible to insure that their representatives are signed up for the Everbridge Notification system. These representatives shall be responsible for opening the above facility to park residents and remain with park residents until the emergency situation is cleared.
3. School District shall provide a key to the above-noted facility to Park. Said key shall not be duplicated by Park.
4. Park shall assure that the designated representatives and only the designated representatives have possession of the key to the facility so that the facility can be opened if an emergency situation occurs at a time when the facility is locked. The Park designated representative will not leave the above facility until a custodian arrives to check the condition of the building. The District will provide the Park with a list and phone numbers for the custodian on call.
5. Park agrees to use ordinary and reasonable care in use of the facility for purposes contemplated by this Agreement. Park shall reimburse School District for any material, supplies, or equipment used by Park or park residents pursuant to this Agreement.

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6. Park shall be responsible for all facility maintenance and personnel costs incurred by School District as a result of use of the facility under this Agreement. Park shall also be responsible for any property damage that results from use of the facility under this Agreement, or results from unauthorized access, through use of facility keys, during non-emergency times.

7. Park shall defend, indemnify and hold School District harmless from any claims, losses, or damages resulting from or relating in any way to use of the facility under this Agreement.

8. Park shall obtain and maintain during the term of this Agreement public liability and property damage insurance policies with limits of no less than 1,000,000 per occurrence covering the uses contemplated by this Agreement. School District shall be named as an additional insured, and shall be provided a certificate of insurance prior to the effective date of this Agreement.

9. This Agreement shall be approved in writing by the Fire Chief/Emergency Manager for the City of Faribault prior to its becoming effective.

10. This Agreement shall be effective for a period of 2 years from the aforementioned date. School District shall have the right to cancel the Agreement at any time by providing Park thirty (30) days written notice of cancellation. In the event of cancellation, Park shall return all School District keys, and other equipment to School District.

INDEPENDENT SCHOOL DISTRICT
NO. 656, FARIBAULT

By [Signature]
Its School Board Clerk Signature / date

Chad Wolff
School Board Clerk Print Name

By [Signature]
Its Knollwood Court Park Manager Signature / date

Lenny Bronstad / Conner Bronstad
Knollwood Court Park Manager Print Name

By [Signature] 4/4/19
Its Director of Fire & Code Services Signature / date

Dustin Dienst
Fire Chief/Emergency Manager Print Name

EMERGENCY SHELTER AGREEMENT

THIS AGREEMENT, made this 14th day of April, 2019, by and between Independent School District No. 656, Faribault (hereinafter "School District"), whose address is 2800 NW First Avenue-Suite 1, Faribault, Minnesota 55021-0618, and Cannon River Mobile Home Park (hereinafter "Park"), whose address is 1407 Hulett Avenue, Faribault MN 55021.

WHEREAS, School District maintains and operates various school buildings within its corporate boundaries; and

WHEREAS, Park has a need for designated temporary emergency shelters for individuals residing within the trailer court; and

WHEREAS, both parties mutually desire to reach an agreement through which Park residents may use designated school facilities as temporary emergency shelters in the event of inclement weather or other related civil emergencies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. School District agrees to allow Park to use Lincoln Elementary School as a temporary emergency shelter, provided that such use of the facility does not interfere with the educational functions of the District.
2. Park shall be responsible to insure that their representatives are signed up for the Everbridge Notification system. These representatives shall be responsible for opening the above facility to park residents and remain with park residents until the emergency situation is cleared.
3. School District shall provide two keys to the above-noted facility to Park. Said keys shall not be duplicated by Park.
4. Park shall assure that the designated representatives and only the designated representatives have possession of the keys to the facility so that the facility can be opened if an emergency situation occurs at a time when the facility is locked. The Park designated representative will not leave the above facility until a custodian arrives to check the condition of the building. The District will provide the Park with a list and phone numbers for the custodian on call.
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8. Park shall obtain and maintain during the term of this Agreement public liability and property damage insurance policies with limits of no less than 1,000,000 per occurrence covering the uses contemplated by this Agreement. School District shall be named as an additional insured, and shall be provided a certificate of insurance prior to the effective date of this Agreement.

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INDEPENDENT SCHOOL DISTRICT
NO. 656, FARIBAULT

By 
Its School Board Clerk Signature / date

Chad Wolff
School Board Clerk Print Name

By 
Its Cannon River Park Manager Signature / date

Julie Trnka
Cannon River Park Manager Print Name

By 
Its Director of Fire & Code Services Signature / date

Dustin Dienst
Fire Chief/Emergency Manager Print Name

EMERGENCY SHELTER AGREEMENT

THIS AGREEMENT, made this 14th day of April, 2019, by and between Independent School District No. 656, Faribault (hereinafter "School District"), whose address is 2800 NW First Avenue-Suite 1, Faribault, Minnesota 55021-0618, and Evergreen Estates Mobile Home Park (hereinafter "Park"), whose address is 415 Western Avenue #38, Faribault MN 55021.

WHEREAS, School District maintains and operates various school buildings within its corporate boundaries; and

WHEREAS, Park has a need for designated temporary emergency shelters for individuals residing within the trailer court; and

WHEREAS, both parties mutually desire to reach an agreement through which Park residents may use designated school facilities as temporary emergency shelters in the event of inclement weather or other related civil emergencies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. School District agrees to allow Park to use the High School as a temporary emergency shelter, provided that such use of the facility does not interfere with the educational functions of the District.
2. Park shall be responsible to insure that their representatives are signed up for the Everbridge Notification system. These representatives shall be responsible for opening the above facility to park residents and remain with park residents until the emergency situation is cleared.
3. School District shall provide two keys to the above-noted facility to Park. Said keys shall not be duplicated by Park.
4. Park shall assure that the designated representatives and only the designated representatives have possession of the keys to the facility so that the facility can be opened if an emergency situation occurs at a time when the facility is locked. The Park designated representative will not leave the above facility until a custodian arrives to check the condition of the building. The District will provide the Park with a list and phone numbers for the custodian on call.
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INDEPENDENT SCHOOL DISTRICT
NO. 656, FARIBAULT

By 
Its School Board Clerk Signature / date

Chad Wolff
School Board Clerk Print Name

By 
Its Evergreen Estates Park Manager Signature / date

Zulema Delgado
Evergreen Estates Park Manager Print Name

By 
Its Director of Fire & Code Services Signature / date

Dustin Dienst
Fire Chief/Emergency Manager Print Name

EMERGENCY SHELTER AGREEMENT

THIS AGREEMENT, made this 14th day of April, 2019 by and between Independent School District No. 656, Faribault (hereinafter "School District"), whose address is 2855 NW First Avenue-Suite 1, Faribault, Minnesota 55021-0618, and Sunrise Mobile Home Park (hereinafter "Park"), whose address is 1155 Willow St. #26N, Faribault MN 55021.

WHEREAS, School District maintains and operates various school buildings within its corporate boundaries; and

WHEREAS, Park has a need for designated temporary emergency shelters for individuals residing within the trailer court; and

WHEREAS, both parties mutually desire to reach an agreement through which Park residents may use designated school facilities as temporary emergency shelters in the event of inclement weather or other related civil emergencies.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. School District agrees to allow Park to use the Middle School as a temporary emergency shelter, provided that such use of the facility does not interfere with the educational functions of the District.
2. Park shall be responsible to insure that their representatives are signed up for the Everbridge Notification system. These representatives shall be responsible for opening the above facility to park residents and remain with park residents until the emergency situation is cleared.
3. School District shall provide two keys to the above-noted facility to Park. Said keys shall not be duplicated by Park.
4. Park shall assure that the designated representatives and only the designated representatives have possession of the keys to the facility so that the facility can be opened if an emergency situation occurs at a time when the facility is locked. The Park designated representative will not leave the above facility until a custodian arrives to check the condition of the building. The District will provide the Park with a list and phone numbers for the custodian on call.
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INDEPENDENT SCHOOL DISTRICT
NO. 656, FARIBAULT

By 
Its School Board Clerk Signature / date

Chad Wolff
School Board Clerk Print Name

By 
Its Sunrise Mobile Park Manager Signature / date

Irene Helgeson
Sunrise Mobile Park Manager Print Name

By 
Its Director of Fire & Code Services Signature / date

Dustin Dienst
Fire Chief/Emergency Manager Print Name



List of Mobile Home Parks and their Designated Shelter

Cannon River Mobile Home Park – Lincoln Elementary

Knollwood Mobile Home Park – Faribault High School

Evergreen Estates – Faribault High School

Sunrise Mobile Home Park – Faribault Middle School