



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:	City of Fresno	
Owner Address:	Maxie L. Parks Community Center 1802 E California Ave. Fresno, CA 93706	
Owner Phone:	559-621-7583	
24-Hour Point of Contact Name and Title: Work Phone: Cell Phone:	Kathleen Henry Parks Manager – Area D Cell: 559-498-9845	
2nd Point of Contact Name and Title: Work Phone: Cell Phone:	Jennifer Schneider Parks Supervisor Cell: 559-499-9711	Cliff Contreras Parks Supervisor Cell: 559-696-7898
Address for Official Notices (only if different from above address)	1515 E. Divisadero Street Fresno, CA 93721	

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.

Maxie L. Parks Community Center
1802 E California Ave.
Fresno, CA 93706



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Red Cross:

Chapter Name	American Red Cross Central California Region
Chapter Address	1300 W. Shaw Avenue, Suite 4B Fresno, CA 93711
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Kaytlin Crough Senior Disaster Program Manager (559) 499-8352
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Terms and Conditions

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

- 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.
- 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.
- 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



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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. **Reimbursement**: Subject to the conditions in paragraph 9(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	Red Cross
Water		<i>tl</i>
Gas		<i>tl</i>
Electricity		<i>tl</i>
Waste		<i>tl</i>

- 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



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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 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.
10. **Insurance:** Red Cross shall pay for and maintain in full force and effect all policies of insurance required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by Owner's Risk Manager or his/her designee at any time in his/her sole discretion. The following policies of insurance are required and shall maintain limits of liability of not less than those amounts stated below, however, the insurance limits available to the Owner of Fresno, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured.

COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 providing liability coverage arising out of your business operations. **Example of acceptable endorsements would be CG 20 12 04 13 or CG 20 26 04 13 along with CG 20 01 04 13.** The Commercial General policy shall be written on an occurrence form and shall provide coverage for "*bodily injury*", "*property damage*" and "*personal and advertising injury*" with coverage for premises and operations (including the use of owned and non-owned equipment) with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate

COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of ISO Business Auto Coverage form CA 00 01 providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Commercial Automobile policy shall be written on an occurrence form and shall provide coverage for "*all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto)*" with limits of liability of not less than the following:

- (i) \$1,000,000 per accident for bodily injury and property damage

WORKERS' COMPENSAION insurance as required by the State of California and **EMPLOYERS' LIABILITY** insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

Umbrella or Excess Liability: In the event Red Cross purchases an Umbrella or Excess Liability insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on



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a primary and non- contributory basis for the benefit of the OWNER, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES/SELF-INSURED RETENTIONS: Red Cross shall be responsible for payment of any deductibles contained in any insurance policies required herein and Red Cross shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the Owner's Risk Manager or his/her designee. At the option of the Owner's Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects Owner, its officers, officials, employees, agents and volunteers; or
- (ii) Red Cross shall provide a financial guarantee, satisfactory to Owner's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall Owner be responsible for the payment of any deductibles or self-insured retentions.

ENDORSEMENTS: All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker.

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non- renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the Owner. Red Cross is also responsible for providing written notice to the Owner under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non- renewal or reduction in coverage or in limits, Red Cross shall furnish the Owner with a new certificate and applicable endorsements for such policy(ies). **In the event any policy is due to expire during the special event, Red Cross shall provide a new Certificate and applicable endorsements evidencing renewal of such policy(ies) not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.**
- (ii) The Commercial General and Commercial Automobile insurance policies shall name the Owner of Fresno, its officers, officials, agents, employees and volunteers as additional insureds.
- (iii) All policies of insurance shall be endorsed to be primary and non- contributory with respect to the Owner of Fresno, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner of Fresno, its officers, officials, employees, agents and volunteers shall be excess of the Red Cross's insurance and not contribute with it.
- (iv) Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Owner of Fresno, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS: Upon request of Owner, Red Cross shall immediately furnish Owner with a complete copy of any insurance policy required under this Agreement, including all pages to the policy requested including the Declarations page, the Forms and Endorsements page, all Endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration or termination of the Permit.



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MAINTENANCE OF COVERAGE: If at any time during the agreement, Red Cross fails to maintain the required insurance in full force and effect, the Permit providing permission for such use shall be discontinued immediately until notice is received by Owner that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the Owner.

11. **Indemnification:** To the furthest extent allowed by law, Red Cross shall indemnify, hold harmless and defend OWNER and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OWNER, Red Cross or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Red Cross's obligations under the preceding sentence shall apply regardless of whether OWNER or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of OWNER or any of its officers, officials, employees, agents or volunteers.

If Red Cross should subcontract all or any portion of the work to be performed under this Agreement, Red Cross shall require each subcontractor to indemnify, hold harmless and defend OWNER and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

12. **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 party'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.

SIGNATURE PAGE FOLLOWS.



Facility Use Agreement

CITY OF FRESNO,
A California municipal corporation

THE AMERICAN NATIONAL RED CROSS,
A non-profit corporation

By: _____

By: *Kaytlin Crough*
DocuSigned by:
FB195251B16943B...

Name: _____

Name: Kaytlin Crough

Title: _____

Title: Senior Disaster Program Manager
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

By: *Angela M Karst* 11/21/2022
DocuSigned by:
0A9F88F889DD447...
Angela M. Karst Date
Deputy City Attorney

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Aaron A. Aguirre
Title: PARCS Director
Street Address: 1515 E. Divisadero Street
Fresno, CA 93721
Phone: (559) 621-7529
E-mail: PARCSContracts@Fresno.gov

THE AMERICAN NATIONAL RED CROSS:
American Red Cross Central Valley Region
Attention: Kaytlin Crough
Title: Senior Disaster Program Manager
Street Address: 1300 W. Shaw Ave, Suite 4B
Fresno, CA 93711
Phone: (559) 499-8352
E-mail: kaytlin.crough@redcross.org