

AGREEMENT
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THIS AGREEMENT is made and entered, in duplicate, as of October 15, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 12, 2010 by and between AMERICAN NATIONAL RED CROSS, a not for profit corporation chartered by the United States Congress, ("Licensee"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City of Long ("City"), agrees that, after meeting its responsibilities to its residents, it will permit, to the extent of its ability and upon request by the Red Cross, the use by the Red Cross of certain buildings and ground designated by the City ("Facilities") on a temporary basis as mass care shelters, evacuation centers, and/or service centers during a disaster; and

WHEREAS, the Red Cross shall exercise reasonable care in the conduct of its disaster services in such Facilities and shall reimburse the City for any supplies that may be offered to and used by the Red Cross in the conduct of its disaster services in said Facilities;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. INITIAL TERM. The initial term of this Agreement shall commence on January 1, 2011 and shall terminate on December 31, 2015. The Agreement may be terminated by either party, at any time, with thirty (30) days' written notice.

2. COMPLIANCE. Licensee shall comply with all City, state and federal laws, regulations, rules, codes, and instructions from the City's City Manager or designee relating to the use of the Facilities. Notwithstanding anything to the contrary herein, failure to do so may result in immediate revocation or suspension of this Agreement.

3. FACILITIES MANAGEMENT. Licensee will have primary responsibility for the Red Cross disaster operations at the Facilities and will designate a

1 Red Cross Manager, to manage Red Cross disaster operations. The City will designate
2 a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the
3 Facilities by the Red Cross.

4 4. CONDITION OF THE FACILITY. The Facility Coordinator and the
5 Red Cross Manager (or designee) will jointly conduct a pre-occupancy survey of the
6 Facility before it is turned over to the Licensee. They will use the first page of the
7 Facility/Shelter Opening/Closing Form to record any existing damage or conditions. The
8 Facility Coordinator will identify and secure all equipment that the Licensee should not
9 use while sheltering in the Facility. The Red Cross Manager and The Facility Coordinator
10 will jointly conduct a pre-occupancy inventory of the supplies in the Facilities that the City
11 is offering for the Licensee's use before it is turned over to the Licensee.

12 5. MAINTENANCE. Licensee shall at its own cost and expense
13 provide all supplies, material and equipment necessary for maintaining the Facilities as
14 best as possible, in a clean and safe condition.

15 6. INSPECTION. City shall have the right to inspect Licensee's use of
16 the Facilities at any time for the purpose of determining whether the Facilities are being
17 conducted in compliance with the requirements of this Agreement, the law, regulations,
18 codes and instructions. Licensee shall not hinder, impede, interfere with or obstruct any
19 such inspection. City shall coordinate any such inspection with the Red Cross Manager.

20 7. TERMINATION. Either party may terminate this License Agreement
21 without cause on giving the other party thirty (30) days' prior written notice of termination.

22 8. IMPROVEMENTS. Licensee shall not erect or maintain any
23 structure or improvements on, or make modifications to the Facilities without the prior
24 written consent of the City.

25 9. SIGNAGE. The Licensee may post signs identifying the Facilities
26 as a Red Cross disaster operation in locations approved by the Facility Coordinator and
27 will remove such signs when the Red Cross disaster operation is completed.

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1 10. CLOSING. The Licensee will notify the City of the closing date for
2 the Red Cross disaster operation. Before the Licensee vacates the Facility, the Red
3 Cross Manager and the Facility Coordinator will jointly conduct a post-occupancy survey,
4 using the second page of the Shelter/Facility opening/Closing Form to record any
5 damage or conditions. The Red Cross Manager and the Facility Coordinator will conduct
6 a post-occupancy inventory of supplies used during the Red Cross operation.

7 11. REIMBURSEMENT. The Licensee will reimburse City the cost for
8 supplies used by the Red Cross. The City will submit any request for reimbursement
9 within sixty (60) days after the Licensee closes the Red Cross operation at the Facilities.
10 Any request for reimbursement for supplies must be accompanied by supporting
11 invoices.

12 12. NON-DISCRIMINATION. Licensee shall not discriminate against
13 any employee, applicant for employment, invitee or business visitor in Licensee's use of
14 the Facilities, on the basis of race, religion, national origin, color, age, sex, sexual
15 orientation, gender identity, AIDS, HIV status, handicap or disability.

16 13. INSURANCE. Licensee shall procure and maintain the following
17 insurance at Licensee's expense for the duration of this Agreement:

18 A. Commercial general liability insurance in an amount not less
19 than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars
20 (\$2,000,000.00) general aggregate. Such insurance shall include coverage for
21 broad form contractual liability, and products and completed operations liability.
22 The City of Long Beach, its officials, employees, and agents shall be added as
23 additional insureds by endorsement with respect to liability arising from the use of
24 the Facilities or the sale of produce by Licensee, its volunteers, representatives,
25 agents, employees, and officers. This Licensee shall endeavor to provide thirty
26 (30) days prior written notice of cancellation, nonrenewal or reduction in coverage,
27 and primary and noncontributing coverage to the City, its officials, employees, and
28 agents.

1 B. Commercial automobile liability insurance ("Any Auto") in an
2 amount not less than Five Hundred Thousand Dollars (\$500,000.00) per accident
3 combined single limit for bodily injury and property damage. Such policy shall be
4 endorsed to provide additional insured coverage to the City, its officials,
5 employees, and agents, and thirty (30) days prior written notice of cancellation,
6 nonrenewal or reduction in coverage, and primary and noncontributing coverage to
7 the City, its officials, employees, and agents.

8 Licensee shall deliver to the City, certificates of insurance and the required
9 endorsements prior to commencement of this License. Licensee shall endeavor to
10 provide to City at least thirty (30) days prior to expiration of such insurance, evidence of
11 renewals. City reserves the right to require complete certified copies of all said policies at
12 any time.

13 Such insurance as required herein, shall not be deemed to limit Licensee's
14 liability relating to performance under this License. The procuring of insurance shall not
15 be construed as a limitation on liability or as full performance of the indemnification and
16 hold harmless provisions of this License.

17 Any modification or waiver of the insurance requirements herein shall be
18 made only with the written approval of the City's Risk Manager or designee.

19 14. INDEMNIFICATION.

20 A. Licensee shall defend, indemnify and hold harmless the City,
21 its officials, employees and agents from any legal liability, including reasonable
22 attorney's fees, in respect to bodily injury, death and property damage arising from
23 the negligence of the American National Red Cross during the use of the Facilities
24 and against any and all claims, demands, damages, losses, liability, causes of
25 action, penalties, fines, proceedings, costs and expenses (including reasonable
26 attorneys' fees) of any kind arising from the alleged acts or omissions of Licensee,
27 its officers, employees, agents, volunteers, invitees or business visitors which
28 alleged acts or omissions are connected in any way with the use of the Facilities.

1 B. Independent of the duty to indemnify and as a free-standing
2 duty on the part of Licensee, Licensee shall defend the City with respect to bodily
3 injury, death and property damage related to Licensee's negligence and Licensee
4 shall continue such defense until the claim or action is resolved.

5 15. ASSIGNMENT. Licensee shall not assign this Agreement without
6 the written consent of the City's City Manager; nor shall Licensee in any manner transfer
7 or convey or grant any of the rights or privileges herein granted without said written
8 consent.

9 16. NOTICE. Any notice required or desired hereunder shall be in
10 writing and personally served or deposited in the U.S. Postal Service, certified, return
11 receipt, postage prepaid, to the City at 333 West Ocean Boulevard, Long Beach,
12 California 90802 Attn: City Manager, and to Licensee at 3150 East 29th Street, Long
13 Beach, California 90806, Attention: Chief Executive Officer; and to the American National
14 Red Cross, Office of the General Counsel, 2025 E. St. NW, Washington DC, 20006; and
15 to The American National Red Cross, Disaster Operations, 2025 E. St. NW, Washington
16 DC, 20006.

17 Change of address shall be given in the manner provided for notices.
18 Notice shall be deemed received on the date shown on the certified, return receipt, or on
19 the date personal service is obtained, whichever occurs first.

20 17. NON-RESPONSIBILITY. City shall not be responsible for and
21 Licensee hereby waives all claims against the City for loss or damage by theft, fire, flood,
22 burglary, vandalism or any other cause of any of Licensee's supplies, equipment and
23 other property in, on or about the Facilities, except to the extent caused by City's gross
24 negligence or misconduct.

25 18. NO TITLE. Licensee acknowledges that, by this Agreement,
26 Licensee does not acquire any right, title or interest of any kind in the Facilities. City shall
27 have and retain absolute and full control of the Facilities. The Licensee shall have
28 primary responsibility for all Red Cross operations at the Facilities.

1 19. REVOCATION, SUSPENSION. This Agreement may be revoked or
2 suspended by the City's City Manager at any time that it is determined that the Licensee
3 has violated any conditions of this Agreement or any applicable code, law, rule or
4 regulation, or that the City has evidence of unfair or bad faith dealing with the public or
5 with the City by Licensee, or evidence of any action adversely affecting the health,
6 welfare or safety of the public.

7 20. DEFAULT. In the event Licensee fails, neglects or refuses to
8 perform any of the conditions of this License or otherwise defaults in performance and
9 said default continues for a period of thirty (30) days after notice thereof to Licensee from
10 the City of Long Beach, then the City of Long Beach may at its option terminate this
11 Agreement. Any waiver by the City of Long Beach of a default shall not be construed as,
12 or constitute a waiver of, any subsequent default of the same or any other term.

13 21. LAW. This Agreement shall be governed by and construed
14 pursuant to the laws of the State of California.

15 22. AMENDMENT. This Agreement shall not be amended except in
16 writing signed by both parties, which expressly refers to this Agreement.

17 23. NO THIRD PARTY BENEFICIARY. This Agreement is not
18 intended to or entered for the benefit of any person or entity that is not a party to this
19 Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth opposite their signatures.

AMERICAN NATIONAL RED CROSS, a not-for-profit corporation

Oct 29, 2010
CEO

By [Signature]
Executive Director for American National Red Cross of Greater Long Beach

NOV. 22, 2010

By [Signature]
J. IAN WHYTE
Type or Print Name

"Licensee"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

1.20, 2010/11

By [Signature]
City Manager
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on November 30, 2010.

ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664