

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **34219**

3 THIS AGREEMENT is made and entered, in duplicate, as of June 24, 2015
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on June 23, 2015 by and between AMERICAN
6 NATIONAL RED CROSS, Los Angeles Regional Chapter, a not-for-profit corporation
7 chartered by the United States Congress ("Licensee"), and the CITY OF LONG BEACH,
8 a municipal corporation ("City").

9 WHEREAS, the City agrees that, after meeting its responsibilities to its
10 residents and in accordance with Health and Safety Code Sections 34070 to 34072, it will
11 permit, to the extent of its ability and upon request by the Licensee, the use by the
12 Licensee of certain buildings and ground designated by the City ("Facilities") attached
13 hereto as Exhibit "A" and incorporated herein by reference, on a temporary basis as
14 mass care shelters, evacuation centers, and/or service centers during a disaster; and

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

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

21 1. INITIAL TERM. The initial term of this Agreement shall commence
22 on January 1, 2016 and shall terminate on December 31, 2021, unless sooner terminated
23 as provided in this Agreement.

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

1 3. FACILITIES MANAGEMENT. Licensee will have primary
2 responsibility for the Red Cross disaster operations at the Facilities and will designate a
3 Red Cross Manager, to manage Red Cross disaster operations. The City will designate
4 a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the
5 Facilities by the Red Cross. The City will provide and pay for City staff that are required
6 beyond the normal operating hours of the City facilities.

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

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

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

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

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

1 9. 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 10. REIMBURSEMENT. The Licensee will reimburse City the cost for
8 City supplies and utilities used by the Red Cross. The City will submit any request for
9 reimbursement within sixty (60) days after the Licensee closes the Red Cross operation
10 at the Facilities. Any request for reimbursement for supplies must be accompanied by
11 supporting invoices.

12 11. 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 12. 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
24 Agreement or the use of the Facilities 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 C. All Risk property insurance in an amount sufficient to cover
9 the full replacement value of Licensee's personal property, improvements and
10 equipment on the Facilities.

11 D. Workers' compensation insurance as required by the State of
12 California and employer's liability insurance in an amount not less than One Million
13 Dollars (\$1,000,000) per accident or occupational illness. Licensee agrees to
14 obtain and furnish evidence to City of the waiver of Licensee's workers'
15 compensation insurance carrier of any right of subrogation against the City.

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

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

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

27 13. INDEMNIFICATION.

28 A. Except for the sole negligence or wrongful acts of the City,

1 Licensee shall defend, indemnify and hold harmless the City, its officials,
2 employees and agents from any legal liability, including reasonable attorney's
3 fees, in respect to bodily injury, death and property damage arising from the
4 negligence of Licensee during the use of the Facilities and against any and all
5 claims, demands, damages, losses, liability, causes of action, penalties, fines,
6 proceedings, costs and expenses (including reasonable attorneys' fees) of any
7 kind arising from the alleged acts or omissions of Licensee, its officers,
8 employees, agents, and volunteers which alleged acts or omissions are connected
9 in any way with the use of the Facilities.

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

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

18 15. NOTICE. Any notice required or desired hereunder shall be in
19 writing and personally served or deposited in the U.S. Postal Service, certified, return
20 receipt, postage prepaid, to the City at 333 West Ocean Boulevard, Long Beach,
21 California 90802 Attn: City Manager, and to Red Cross at 11355 Ohio Avenue, Los
22 Angeles, California 90025, and to the American National Red Cross, Office of the
23 General Counsel, 2025 E. St. NW, Washington DC, 20006; and to The American
24 National Red Cross, Disaster Operations, 2025 E. St. NW, Washington DC, 20006.

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

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

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

10 18. TERMINATION. Either party may terminate this Agreement without
11 cause on giving the other party thirty (30) days' prior written notice of termination.

12 19. REVOCAION, SUSPENSION. This Agreement may be revoked or
13 suspended by the City's City Manager at any time that it is determined that the Licensee
14 has violated any conditions of this Agreement or any applicable code, law, rule or
15 regulation, or that the City has evidence of unfair or bad faith dealing with the public or
16 with the City by Licensee, or evidence of any action adversely affecting the health,
17 welfare or safety of the public.

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

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

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

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Long Beach, CA 90802-4664

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

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

AMERICAN NATIONAL RED CROSS, Los Angeles Regional Chapter, a not-for-profit corporation

March 3, 2016

By [Signature]
MR [Redacted] for American National Red Cross Los Angeles Regional Chapter

_____, 2016

By Jarrett Barrios
Name
Title Chief Executive Officer

"Licensee"

CITY OF LONG BEACH, a municipal corporation

March 24, 2016

By [Signature] **Assistant City Manager**
City Manager **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

"City"

This Agreement is approved as to form on March 11, 2016.

CHARLES PARKIN, City Attorney

By [Signature] Deputy



Long Beach Parks, Recreation and Marine
 2760 N. Studebaker Road, Long Beach, CA 90815-1697
 562-570-3100 (After Hours Emergency: 562-570-3101)

EXHIBIT A

Update May 2015

Pre-designated Shelter Locations

Facility	Address	Square Footage	Rest Rooms	Parking Spaces	Capacity Evacuation/Shelter/Catastrophic (Per Red Cross)	Facility Phone Numbers (562)
Bixby Park	130 Cherry Ave. Long Beach, CA 90802-6102	10,498	3M 3F	Street	80/40/119	570-1601
Cal Rec at McBride Park (includes Gym)	1550 Martin Luther King Jr. Ave. Long Beach, CA 90813-1313	19,286	3M 4F	80	238/119/202	570-1609 570-1605
Chavez Park	401 Golden Ave. Long Beach, CA 90808-2137	10,830	2M 4F	115	125/52/87	570-8890
El Dorado Park - West	2800 N. Studebaker Road Long Beach, CA 90815-1629	12,572	3M 3F	80	157/78/165	570-3225
Houghton Park	6301 Myrtle Ave. Long Beach, CA 90805-2430	20,432	11M 9F	90	117/58/136	570-1640
Long Beach Senior Center	1150 E. 4 th St. Long Beach, CA 90802-1735	74,306	10M 16F	62	Social Hall: 142/71 Cafeteria: 125/62 Ballroom: 215/107 Catastrophic(all rooms): 382	570-3504 570-3500
Martin Luther King Jr. Park	1950 Lemon Ave. Long Beach, CA 90806-5118	7,260	5M 5F	50	104/52/78	570-4405
Recreation Park	4900 E. 7 th St. Long Beach, CA 90804-4330	6,276	1M 3F	150	96/48/0	570-1670
Silverado Park	1545 W. 31 st St. Long Beach, CA 90810-2803	15,894	3M 3F	Street	127/63/106	570-1675
Silverado Gym	1545 W. 31 st St. Long Beach, CA 90810-2803	8,500	3M 3F	Street	392/196/0	570-1675
Veterans Park	101 E. 28 th St. Long Beach, CA 90806-2626	10,371	6M 6F	150	151/75/95	570-1696 570-1695
Wardlow Park	3457 Stanbridge Ave. Long Beach, CA 90808-2651	9,706	5M 3F	Street	127/63/99	570-1705 570-1706
Whaley Park	5620 Atherton St. Long Beach, CA 90815-4009	8,309	3M 3F	20	113/56/84	570-1710

TOTALS: Evacuation 2,309 / Shelter 1,140 / Catastrophic 1,553