



DATE: July 8, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Fire Department

SUBJECT: **AGREEMENT WITH THE SAN DIEGO/IMPERIAL COUNTIES
CHAPTER OF THE AMERICAN RED CROSS TO MAKE CITY-
CONTROLLED FACILITIES AVAILABLE AS TEMPORARY SHELTER
SITES FOR EVACUATIONS AND/OR HEAT RELATED
EMERGENCIES.**

SYNOPSIS

Staff recommends that the City Council approve an agreement with the San Diego/Imperial Counties Chapter of the American Red Cross (ARC) to make appropriate City-controlled facilities available for use upon ARC request and if available, as temporary shelter sites for evacuations and/or heat-related emergencies, and authorize the City Manager to execute the agreement.

BACKGROUND

The ARC is mandated by Federal law as defined in 36 USC-5 to undertake activities for the purpose of mitigating the suffering caused by natural disasters and other emergencies. The ARC does not have the power to surrender the mandate created by its charter. This responsibility has been restated in the Federal Disaster Relief Act of 1974 (Public Law 93-288). It is necessary for the City to identify appropriate sites to accommodate sheltering needs during an emergency.

ANALYSIS

The City of Oceanside and its residents have the potential to be affected by numerous types of disasters, both naturally occurring and manmade. During the past several years two large evacuation shelters at educational sites have been opened in the City, one for residents and the other for evacuees from neighboring jurisdictions. Also, there are currently no local "Cool Zones" identified in the City of Oceanside, so the need to identify small-scale temporary shelter sites for heat-related emergencies exists as well. A "Cool Zone" is a designated location where residents may shelter when an Excessive Heat Warning is issued by the National Weather Service. An Excessive Heat Warning is issued when the Heat Index (temperature combined with relative humidity) exceeds 105 degrees Fahrenheit in the coastal region.

This agreement will permit the ARC to use appropriate City physical facilities, upon request and if available, for temporary care shelters required in the conduct of disaster services activities and will enhance the City's ability to provide for its residents. During small-scale incidents (building fires, heat emergencies) where a Proclamation of Local Emergency is not declared, traditional school sites may not be available for use by displaced residents. Adding appropriate City facilities to the list of shelter sites will resolve the potential conflict with educational sites, provide local "Cool Zones" and accommodate the immediate needs of the citizens of Oceanside.

FISCAL IMPACT

It is mutually agreed between the City of Oceanside and the San Diego/Imperial Counties Chapter of the American Red Cross (ARC) that the ARC will use reasonable care in the conduct of its activities in City facilities. The ARC further agrees to replace or reimburse the City of Oceanside for any food or supplies that may be used in the conduct of its disaster relief activities. Additionally, the ARC agrees to replace, repair or reimburse the City for any damages caused by the ARC and/or its clients during the use of the facilities.

The ARC shall, throughout the duration of this agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of Red Cross, its agents and employees, performed in connection with this Agreement.

City Staff involvement with shelter operations will transition to the ARC as soon as ARC resources are available. Past experience has shown that the minimal personnel costs incurred are absorbed by the respective Departments and no supplemental City funding has been requested. In a declared emergency, all personnel overtime costs are reimbursable.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission reviewed staff's findings and recommended approval on March 19, 2008.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

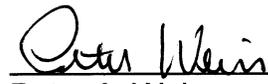
Staff recommends that the City Council approve an agreement with the San Diego/Imperial Counties Chapter of the American Red Cross (ARC) to make appropriate City-controlled facilities available for use upon ARC request and if available, as temporary shelter sites for evacuations and/or heat-related emergencies, and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:



Joseph R. Urban
Emergency Preparedness Coordinator



Peter A. Weiss
City Manager

REVIEWED BY:
Michelle Skaggs Lawrence, Deputy City Manager
Terry Garrison, Fire Chief
Margery Pierce, Neighborhood Services Director
Teri Ferro, Financial Services Director



STATEMENT OF AGREEMENT FOR THE USE OF A FACILITY AS A MASS CARE SHELTER

This agreement is made and entered into between the City of Oceanside, State of California, and the San Diego/Imperial Counties Chapter of the American National Red Cross (Red Cross), collectively "the Parties".

Recitals

Pursuant to the terms of federal statutes, the Red Cross provides emergency services on behalf of individuals and families who are victims of disaster.

The City of Oceanside is authorized to permit the Red Cross to use City buildings, grounds and equipment for mass care shelters required in the conduct of Red Cross disaster services activities, and wishes to cooperate with the Red Cross for such purposes.

The Parties hereto mutually desire to reach an understanding that will result in making the aforesaid facilities of the City of Oceanside available to the Red Cross for the aforesaid use.

Now, therefore, it is mutually agreed between the Parties as follows:

1. The City of Oceanside agrees that, after meeting its responsibilities to the public, it will permit, to the extent of its ability and upon request by the Red Cross, the use of its physical facilities by the Red Cross as mass shelters for the victims of disaster.
2. The Red Cross agrees that it shall use reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse the City of Oceanside for any foods or supplies that may be used by the Red Cross in the conduct of its disaster relief activities.
3. The American Red Cross agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace, repair or reimburse the City of Oceanside for any damages caused by the American Red Cross and/or its clients during the Red Cross' use of the facility.
4. NO AGENCY/WORKERS' COMPENSATION. Neither party shall have authority, express or implied, under this agreement to act on behalf of the other party as an agent, or to bind the other party to any obligation whatsoever. Pursuant to Labor Code section 1861, the Parties hereby

certify that they are aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the Parties will comply with such provisions, and provide certification of such compliance as part of this Agreement.

5. LIABILITY INSURANCE.

5.1 Red Cross shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of Red Cross, its agents and employees, performed in connection with this Agreement.

5.2 Red Cross shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$1,000,000
General limit project specific aggregate	\$2,000,000

<u>Automobile Liability Insurance</u>	\$1,000,000
---------------------------------------	-------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of Red Cross under this Agreement.

5.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the Red Cross to restore the required limits. The Red Cross shall also notify the CITY's Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the Red Cross resulting from any of the Red Cross' work.

5.4 All insurance companies affording coverage to the Red Cross for the purposes of this Section shall add the City of Oceanside as "additional

insured” under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 5.5 All insurance companies affording coverage to the Red Cross pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 5.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 5.7 Red Cross shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
6. Notwithstanding any other agreements, the San Diego/Imperial Counties Chapter of the American National Red Cross agrees to defend, hold harmless, and indemnify the City of Oceanside, its officers, agents and employees against any legal liability in respect to bodily injury, death, or property damage arising from the conduct of said chapter, its employees, agents or representatives during use of the property belonging to the City of Oceanside.
7. The Red Cross and the City of Oceanside agree to provide each other, and update yearly, the point of contact information with each other by providing written notice, hand delivered or mailed by registered or certified United States mail or a recognized overnight mail courier, to the parties hereto at their respective address set forth below, or at such other address of which either party shall notify the other in accordance with the provisions hereof.

TO: American Red Cross	TO: City of Oceanside
San Diego/Imperial Counties Chapter	300 N. Coast Highway
3950 Calle Fortunada	Oceanside, CA 92054
San Diego, Ca 92123	Attn: Fire Department
Attn: Disaster Response Dept.	

8. Termination of this agreement can be initiated by either signing agency at any time and for any reason. Termination occurs 30 days after receipt of written notice.

In witness thereof, the City of Oceanside has caused this agreement to be executed, and the American Red Cross has caused this agreement to be executed by the San Diego/Imperial Counties Chapter, said agreement to become effective and operative upon the fixing of the last signature hereto.

Signatures to the Agreement:



Manager
Disaster Response Dept.
American Red Cross
San Diego/Imperial Counties Chapter

Date 5/29/09

Peter Weiss, City Manager
City of Oceanside

Date _____

APPROVED AS TO FORM:



Oceanside City Attorney

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 THIS IS TO CERTIFY THAT THE SIGNATURE
 2 BELOW IS THAT OF ANDY McKELLAR.

3 _____
 4 _____
 5 _____

6 Andy McKellar
 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this

28th day of May, 2009, by
Date Month Year

(1) William Andrew McKellar,
Name of Signer

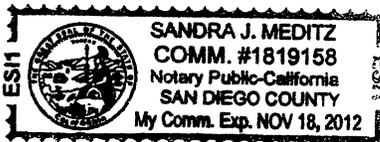
proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.) (.)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)

Signature Sandra J. Meditz
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
 Top of thumb here