

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: John Brand, Senior Management Analyst 

DATE: June 9, 2009 (CC Meeting of 6/17/2009)

SUBJECT: Consider Agreement Between the American Red Cross of Ventura County and the City of Moorpark Regarding Emergency Shelter Services

DISCUSSION

The City Council is being asked to approve a Shelter Agreement with the American Red Cross of Ventura County (ARC-VC) so that the Red Cross may be able to use the Arroyo Vista Recreation Center (AVRC) as an emergency shelter during a disaster. This Agreement replaces informal "shelter surveys" that ARC-VC would update from time to time. The premise and the implementation remain essentially unchanged.

In the event of an evacuation, the Incident Commander may ask the City to allow ARC-VC to open the AVRC gymnasium as an emergency shelter for displaced residents. ARC-VC provides all the materials, supplies, and staff to operate the emergency shelter. The City provides the site and a certain amount of administrative and logistical coordination and support.

As Council is aware, AVRC and the adjacent Community Park are also designated for possible use as an Incident Command Post and a Base Camp by first responders during local emergencies. AVRC has served in this capacity twice, during the 2003 Southern California Wildfires, and again during the 2006 Shekell Complex Fires. Preliminary arrangements were made to open a shelter in the AVRC gymnasium if it became necessary during both of those incidents. While it did not become needed, ARC-VC and the Incident Command staff at those times felt that co-locating a shelter at the site could be accommodated if necessary.

ARC-VC has additional sites in Moorpark where it is in the process of obtaining Shelter Agreements: Moorpark College, the Presbyterian Church, and Moorpark High School as well as other MUSD campuses. Additionally, ARC-VC maintains caches of disaster relief supplies at various locations in Moorpark, including at the Police Services Center and at school sites.

FISCAL IMPACT

None. The Agreement formalizes procedures for the City to be reimbursed for damage to City property, certain staff costs, and out-of-pocket operational costs incurred by the City due to hosting an emergency shelter.

STAFF RECOMMENDATION

Approve the Agreement subject to final language approval by the City Manager and City Attorney, and authorize City Manager to sign the Agreement.

Attachment 1: Shelter Agreement

Attachment 2: Shelter Agreement Frequently Asked Questions

Attachment 1

**American Red Cross
Shelter Agreement**

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: Arroyo Vista Recreation Center

Parties and Facility

Owner:

Legal name: _____
24-Hour Point of Contact: See Attached Exhibit
Address for Legal Notices:
4550 Tierra Rejada Road
Moorpark, Ca. 93021

Red Cross:

Legal name: The American National Red Cross
Chapter: The American Red Cross of Ventura County
24-Hour Point of Contact: 1-800-951-5600
Name and title: Director of Emergency Services
Work phone: 805-987-1514 Cell phone/pager: 805-320-6252
Address for Legal Notices:
The American Red Cross of Ventura County
836 Calle Plano
Camarillo, California 93012

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter 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).

See Attached Facility List

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner. (See attached)
4. Food Services: Upon request by the Red Cross, and if such resources exist and 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 the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: 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 will select from among

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* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. 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 operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

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.

Owner (legal name) By (signature) Name (printed) Title Date	THE AMERICAN NATIONAL RED CROSS (legal name) By (signature) Name (printed) Title + Date
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American Red Cross of Ventura County Frequently Asked Questions

How are shelter providers protected from potential damage caused by the operation of a shelter?

Pre-opening and post-closing shelter inspections are completed to assess any reimbursable damage caused as a result of the opening and operation of an ARC shelter.

Why does the Red Cross require three contacts for a shelter?

In order to meet the goal of opening a shelter within a 2 hour period, ARC-VC requests three emergency contact names and phone numbers for each shelter location.

How much notification do we have before opening a shelter?

ARC-VC strives to have a shelter opened within two hours from the time it receives an official request from authorities. ARC-VC has shelter agreements with various entities throughout Ventura County.

Are pets allowed in shelters?

No, Animals are not allowed inside shelters. ARC-VC has a Memorandum of Understanding with Ventura County Animal Control which will facilitate all animal care.

How much notification do we receive before a shelter is closed?

ARC-VC strives to provide notification at least 24 hours in advance of closing a shelter.

Does the Red Cross provides all personnel and supplies necessary to set-up and operate a shelter? Yes, ARC-VC maintains a network of emergency supplies cached throughout Ventura County.

Does ARC-VC provide all food and drink necessary for the operation of an emergency shelter? Yes, ARC-VC maintains Memorandums of Understanding with various catering/food service providers throughout Ventura County. In addition, ARC-VC is the custodian of an ARC mobile kitchen that has a capacity of approximately 5,000 meals per day.