

**American Red Cross
Facility Use Agreement**

DR #: _____ Facility Name: _____

Parties and Premises

Owner:

Legal name: Santa Monica-Malibu Unified School District

24-Hour Point of Contact:

Name and title: Carey Upton, Director of Facility Permits

Work phone: 310-395-3204 x71585 Cell phone/pager: 818-472-6668

Address for Legal Notices:

1651 Sixteenth Street, Santa Monica, CA 90404

Red Cross:

Legal name: **The American National Red Cross**, a corporation under the laws of the United States

24-Hour Point of Contact:

Name and title: After Hours Unit: Ask for Chapter Disaster Duty Officer

Work phone: 888-737-4306 Cell phone/pager: _____

Address for Legal Notices:

11355 Ohio Avenue, Los Angeles, CA 90025

with copies 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.

Building Address:

See Attached.

Description of Premises:

See Attached.

Terms and Conditions

1. Use of Premises. Upon request and if feasible, the Owner, at the Owner's discretion, may permit the Red Cross to use and occupy, on a temporary basis, the Premises described above (the "Premises") in the Building identified above (the "Building") to conduct emergency, disaster-related activities. The Premises may be used for any of the following purposes (both parties must initial all that apply):

	Owner initials	Red Cross initials
Operations center	_____ <i>JM</i> _____	_____ <i>Mc</i> _____
Client service center	_____ <i>JM</i> _____	_____ <i>Mc</i> _____
Volunteer intake center	_____ <i>JM</i> _____	_____ <i>Mc</i> _____
Storage of supplies	_____ <i>JM</i> _____	_____ <i>Mc</i> _____
Parking of vehicles	_____ <i>JM</i> _____	_____ <i>Mc</i> _____

No sheltering or lodging of clients or disaster victims is permitted, except as the parties may agree in a separate written agreement.

2. 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.

3. Fee. Both parties must initial the applicable statement below:

a. Owner agrees not to charge any fee in recognition of the services provided by the Red Cross to the community. Owner initials: _____ *JM* _____ Red Cross initials: _____ *Mc* _____

b. Red Cross agrees to pay \$ 0 per day/week/month (circle one) for the right to use and occupy the Premises. Owner initials: _____ *JM* _____ Red Cross initials: _____ *Mc* _____

4. Conduct of the Red Cross. Red Cross agrees to keep the Premises in good condition and promptly repair all damage to the Premises or the Building resulting from the operations of the Red Cross or reimburse Owner for the costs of repairing such damage in accordance with paragraph 6 below. The Red Cross agrees not to disrupt, adversely affect or interfere with other occupants of the Building.

5. Condition of Premises and Building. Owner makes no warranty or representation about the Premises or the Building. The Red Cross accepts the same "AS IS." Owner is under no obligation to prepare or repair the Premises or the Building for the Red Cross. The parties will jointly conduct a pre-occupancy survey of the Premises before it is turned over to the Red Cross. They will use the Facility/Shelter Opening/Closing Form, to record any existing damage or conditions. The Red Cross will exercise reasonable care while using the Premises and will make no modifications to the Premises without the Owner's express written approval.

6. Reimbursement: The Red Cross will reimburse the Owner for the following:

a. *Damage to the Premises or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for 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. *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	_____ <i>JM</i> _____	_____ <i>Mc</i> _____
Gas	_____ <i>JM</i> _____	_____ <i>Mc</i> _____
Electricity	_____ <i>JM</i> _____	_____ <i>Mc</i> _____
Waste Disposal	_____ <i>JM</i> _____	_____ <i>Mc</i> _____

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.

7. 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 in which the premises are located and \$1,000,000 in Employers' Liability. Owner shall be named as Additional Insured on the Commercial General Liability coverage. Upon request, Red Cross shall provide Owner a Certificate of Insurance.

8. 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.

9. Owner's Right to Revoke for Cause. Upon reasonable prior written notice to the Red Cross, Owner may revoke the permission represented by this Agreement if Red Cross (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Owner describing same. If the permission license is so revoked, Red Cross shall vacate the Premises in a neat and orderly manner. Owner shall have all rights and remedies available to it under applicable law.

9. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Premises, this Agreement shall terminate and Red Cross shall have no right to restoration of the Premises or to receive any compensation whatsoever.

10. Legal Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address for Legal Notice set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of Legal Notice hereunder by providing the other party with notice of the new address.

11. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Owner (legal name)

By (signature)

Janece L. Maez

Name (printed)

Assistant Superintendent Business and Fiscal Services, Chief Financial Officer

Title

Date

5-25-11

THE AMERICAN NATIONAL RED CROSS

(legal name)

By (signature)

Michael Kleiner

Name (printed)

Emergency Disaster Response Director

Title

Date

MAY 17, 2011

Facility List

Available Santa Monica – Malibu School District (SMMUSD) Shelter Facilities

The school sites break into four types of facilities:

Level 1 – School sites that have gyms with showers that can continue as shelters while school is in session.

Santa Monica High School (Samohi)	601 Pico Blvd., SM 90405
John Adams Middle School (JAMS)	2425 Sixteenth St., SM 90405
Lincoln Middle School	1501 California Ave., SM 90403
Malibu High School	30215 Morning View Drive, Malibu
90265	

Level 2 – Former Elementary School that have small auditoriums that can continue as shelters while school is in session.

Olympic High School	721 Ocean Park Blvd., SM 90405
Washington West/Child Development Services	2802 Fourth Street, SM 90405

Level 3 – Elementary Schools that have separate Auditoriums and Cafeterias with difficulty they can continue as shelters while school is in session for a brief time.

Roosevelt Elementary	801 Montana Ave., SM 90403
McKinley Elementary	2401 Santa Monica Blvd., SM 90404
Grant Elementary	2368 Pearl St., SM 90405

Level 4 – Elementary Schools that do not have separate Auditoriums and Cafeterias. These sites would not be available for sheltering while school is in session.

Juan Cabrillo Elementary School	30237 Morning View Drive, Malibu
90265	
Edison Elementary	2425 Kansas Ave., SM 90404
Franklin Elementary	2400 Montana Ave., SM 90403
John Muir Elementary/SMASH	2526 Sixth St., SM 90405
Point Dume Marine Science School	6955 Fernhill Drive, Malibu 90265
Will Rogers Elementary	2401 Fourteenth St., SM 90405
John L. Webster Elementary	3602 Winter Canyon Road, Malibu
90265	

For all Sheltering use, you must work with the Facility Permit & Theater Operations.

Contacts:

Facility Permit Office
601 Pico Blvd. at Samohi
310-395-3204 x416 office (x71586)
310-255-7992 fax
310-255-0445 outside line

Carey Upton
Director
310-395-3204 x417 office (x71585)
818-472-6668 mobile
424-228-4598 home
cupton@smmusd.org