



The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

## Parties and Facility

### Owner:

Full Name of Owner	City of Newport Oregon	
Address	169 SW Coast Hwy., Newport, OR 97365	
24-Hour Point of Contact	Mike Cavanaugh	Alternate -Tim Gross
Name and Title	Parks & Recreation Director	Public Works Director
Work Phone	541-574-5453	541-574-3369
Cell Phone	541-270-8169	541-961-5313
Address for Official Notices (only if different from above address)		

### Red Cross:

Chapter Name	Cascades Region
Chapter Address	3131 N Vancouver Ave., Portland, OR 97227
24-Hour Point of Contact	Duty Officer
Name and Title	888.680.1455
Work Phone	
Cell Phone	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

### 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. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Newport Recreation Center 225 SE Avery Street, Newport, OR 97365  
\*Newport Senior Activity Center 20 SE 2nd Street, Newport, OR 97365  
\*possible feeding location only, if sheltering at Newport Rec Center



## Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)	<i>[Signature]</i>	CP
Storage of supplies	<i>[Signature]</i>	CP
Parking of vehicles	<i>[Signature]</i>	CP
Disaster Shelter	<i>[Signature]</i>	CP

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources 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 meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.
8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the **Shelter/Facility Opening/Closing Form**, to record any damage or conditions.





9. Fee (This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.  
Owner initials: MC Red Cross initials: CP
- b. The Red Cross will pay \$ \_\_\_\_\_ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: \_\_\_\_\_ Red Cross initials: \_\_\_\_\_

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, 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, in consultation with the Owner, will select from 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 and supplies which would not have been incurred but for the Red Cross's use of the Facility. 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 costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):*

	Owner Initials	Red Cross Initials
Water	<u>MC</u>	<u>CP</u>
Gas	<u>MC</u>	<u>CP</u>
Electricity	<u>MC</u>	<u>CP</u>
Waste Disposal	<u>MC</u>	<u>CP</u>

- d. 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. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. 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.

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



13. 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.

City of Newport  
Owner (Legal Name)

By (Signature)

Spencer Nebel  
Name (Printed)

City Manager  
Title

Date

The American National Red Cross  
(Legal Name)

By (Signature)

Curtis Peetz  
Name (Printed)

Deputy, Regional Disaster Officer  
Title

6/25/2020

Date



# Memorandum of Insurance

MEMORANDUM OF INSURANCE						DATE 15-Jul-2019	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=168915280">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=168915280</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>							
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")				<b>COMPANIES AFFORDING COVERAGE</b> Co. A Old Republic Insurance Company			
<b>INSURED</b> American National Red Cross 17th & D Streets NW Washington District of Columbia 20006 United States				Co. B Factory Mutual Insurance Company Co. C Co. D Co. E Co. F			
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY Commercial General Liability Claims made	MWZZ313806-19	01-Jul-2019	01-Jul-2020	GENERAL AGGREGATE	USD 5,000,000	
					PRODUCTS - COMP/OP AGG	Included	
					PERSONAL AND ADV INJURY	USD 5,000,000	
					EACH OCCURRENCE	USD 5,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	See Additional Information	
					MED EXP (ANY ONE PERSON)	USD 10,000	
A	AUTOMOBILE LIABILITY Any Auto	MWTB313807-19	01-Jul-2019	01-Jul-2020	COMBINED SINGLE LIMIT	USD 5,000,000	
A		MWZX313810-19	01-Jul-2019	01-Jul-2020	BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
	EXCESS LIABILITY				EACH OCCURRENCE		
					AGGREGATE		
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	MWC313809-19	01-Jul-2019	01-Jul-2020	WORKERS COMP LIMITS	Statutory	
A		MWXS313805-19	01-Jul-2019	01-Jul-2020	EL EACH ACCIDENT	USD 1,000,000	
A		MWFEX313804-19	01-Jul-2019	01-Jul-2020	EL DISEASE - POLICY LIMIT	USD 1,000,000	
					EL DISEASE - EACH EMPLOYEE	USD 1,000,000	
A	Auto Physical Damage	MWTB313807-19	01-Jul-2019	01-Jul-2020	Actual Cash Value Basis	Comp. Ded. USD 1,000 Coll. Ded. USD 1,000	
B	Property	1055250	01-Jul-2019	01-Jul-2020	All risks of physical loss or damage, subject to policy exclusions. Deductibles are as scheduled on the policy.	USD 150,000,000	



The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

## MEMORANDUM OF INSURANCE

DATE

15-Jul-2019

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### PRODUCER

Marsh USA Inc.  
("Marsh")

### INSURED

American National Red Cross  
17th & D Streets NW  
Washington  
District of Columbia 20006  
United States

### ADDITIONAL INFORMATION

Workers Compensation Policy #MWC313809-19 -

Includes Employers Liability for monopolistic states of North Dakota, Washington, Wyoming, Puerto Rico, and U.S. Virgin Islands.

Specific Excess Workers Compensation Policy #MWXS313805-19 - American National Red Cross is self-insured for Workers Compensation in the following states:

Alabama, California, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia. The Excess Liability limits are subject to state approved Self-Insured Retentions.

Specific Excess Workers Compensation Policy #MWFEX313804-19 -

American National Red Cross is self-insured for Workers Compensation in the following state: Florida. The Excess Liability limit is subject to a state approved Self-Insured Retention.

As respects to Commercial General Liability Policy #MWZZ313806-19:

\$100,000 SIR applies to the Commercial General Liability Policy

Damage To Premises Rented To You Limit - USD 5,000,000 Any One Premises. This limit replaces the Fire Damage limit on page 1.

Additional Insured - Designated Person or Organization

Who is an Insured (Section II) is amended to include as an insured all persons or organizations where required by contract or agreement, but only with respect to liability arising out of the insureds operations or premises owned by or rented to the insured.

As respects to Commercial Automobile Policy #MWTB313807-19:

Additional Insured - Where Required Under Contract or Agreement (U917 8/89) -

It is agreed that this insurance is extended to include the interest of others for whom the Named Insured has agreed under contract to provide auto liability insurance. However, the insurance so provided shall not exceed the scope of coverage and/or limits of the policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

Lessor - Additional Insured and Loss Payee (CA 2001 10/01) -

#### A. Coverage

1. Any "leased auto" on file with the carrier will be considered a covered "auto" you own and not a "covered" auto you hire or borrow. For a covered "auto" that is a "leased auto", Who Is An Insured is changed to include as an "insured" the lessor as per on file with the carrier.

2. The coverages provided under this endorsement apply to any "leased auto" on file with the carrier until the expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor on file with the carrier for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

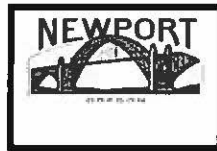
As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.**

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**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Red Cross Facility Use Agreement Date: 5-29-2020

Statement of Purpose: Red Cross agreement is so they can use the facilities to provide services during a disaster. Agreement only applies when Red Cross requests use of the facilities and is managing the activity at the facility.

Department Head Signature: [Signature] 5-29-2020

Remarks, if any: Please confirm 24-hour point of contacts for City. Included is COG Agreement as reference to 60+ Center kitchen.

City Attorney Review and Signature: [Signature] Date: 6/10/2020

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

	Signature	Name/Position
Budget Confirmed:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Date: _____
Certificate of Insurance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
City Council Approval Needed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 6-10-20

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 6/26/2020

Date posted on website: 6/30/20