



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 9, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

The American National Red Cross

***Project Title/Description:**

American Red Cross Facility Use Agreement

***Purpose:**

The Red Cross chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The Red Cross's disaster services are supported by Pima County, who will permit the Red Cross to use specific and available county properties as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and Pima County so the Red Cross can use the available county facilities to provide services during disasters on a temporary basis.

***Procurement Method:**

This is a non-procurement contract and is exempt from procurement rules.

***Program Goals/Predicted Outcomes:**

Upon request and if feasible, Pima County will permit the Red Cross to use specific facilities on a temporary basis as emergency shelters and provide disaster relief activities and services during a disaster to individuals and families in Pima County.

***Public Benefit:**

The Red Cross will provide services to individuals, families and Pima County communities when disasters strike. Red Cross will provide on a temporary basis: congregate sheltering services and emergency and disaster-related activities when disasters strike.

***Metrics Available to Measure Performance:**

A survey(s) of the facility(s) will be jointly conducted by Red Cross, Office of Emergency Management and Natural Resources, Parks and Recreation before use. The Facility/Shelter Opening/Closing Form will be utilized for approval to use a facility(s) and record conditions before and after temporary use by the Red Cross.

***Retroactive:**

No

Contract / Award Information

Document Type: CTN Department Code: OEM Contract Number (i.e., 15-123): 20*163
Effective Date: 06/09/2020 Termination Date: Perpetual Prior Contract Number (Synergen/CMS): n/a
☐ Expense Amount: \$* 6-8-25 ☒ Revenue Amount: \$ 0.00

*Funding Source(s) required: n/a

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the
Federal government or passed through other organization(s)? _____

Contact: Paige Knott

Department: Office of Emergency Management Telephone: 724-9314

Department Director Signature/Date: [Signature] 5-20-2020

Deputy County Administrator Signature/Date: [Signature] 5-20-2020

County Administrator Signature/Date: [Signature] 5/20/20
(Required for Board Agenda/Addendum Items)



CONTRACT

NO. CTN-OEM-20-143

AMENDMENT NO. _____

This number must appear on all invoices, correspondence and documents pertaining to this contract.

Facility Use Agreement

Owner:

Full Name of Owner	Pima County
Address	130 W. Congress St., Tucson, AZ 85701
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Shane Clark Operations Manager PC Office of Emergency Management Work Phone: 520-724-9315 Cell Phone: 520-528-5219 On-Call Phone: 520-724-9301 Email: Shane.Clark@pima.gov
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	Southern Arizona
Chapter Address	2916 E. Broadway Blvd. Tucson, AZ 85716 Phone 520-318-6740
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Michael Allen Disaster Program Manager 520-319-3673 Cell 520-349-5454
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.

This Facility User Agreement applies to:

Catalina Recreation Center, 16562 N. Oracle Road Catalina, AZ 85739. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Drexel Heights Community Center, 5110 South San Joaquin Avenue, Tucson, AZ 85746. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Ellie Towne Flowing Wells Community Center, 16562 N. Oracle Road, Catalina, AZ 85739. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Littletown Community Center, 6465 S Craycroft Road, Tucson, AZ 85706. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Mount Lemmon Community Center, 12949 N Sabino Canyon Parkway, Mount Lemmon, AZ 85619. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Picture Rocks Community Center, 5615 N Sanders Road, Tucson, AZ 85743. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Robles Ranch Community Center, 16150 W Ajo Highway, Tucson, AZ 85735. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Ajo Community Center, 290 5th Street, Ajo, AZ 85321. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Rillito Park Race Track Clubhouse, 4502 N 1st Avenue, Tucson, AZ 85718. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.

Southeast Regional Park Shooting Range, 11296 S. Harrison Road, Tucson, AZ 85747. Facilities include: meeting rooms, cafeteria, kitchen, showers, restrooms, and designated parking.



Facility Use Agreement

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. Red Cross will contact Owner's point of contact with any request under this Agreement, and Owner will have sole discretion to determine whether use of any listed Facility, or part of such Facility, is feasible based on current conditions.
2. 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)	CPC	MST
Storage of supplies	CPC	MST
Parking of vehicles	CPC	MST
Disaster Shelter	CPC	MST

The Red Cross will not use, or knowingly permit the Facility or any portion of the Facility to be used in any way that would constitute a violation of any law, ordinance, or governmental regulation or order, or that would constitute a nuisance or waste.

3. **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.
 - a. Owner has the right to modify or make additional reasonable rules and regulations, including but not limited to reasonable requirements pertaining to sanitation, handling of trash and debris, loading and unloading of truck and other vehicles, and safety and security against, fires, theft, vandalism, personal injury and other hazards, provided that such rules and regulations do not unreasonably impair the Red Cross's permitted operations.
 - b. *Emergency Notification.* In the event of an emergency involving the Office Space, Red Cross will notify County or its agent, via email at FM-TenantRequest@pima.gov or by phone at 520-724-3085, as soon as possible.
 - c. *Hazardous Materials.* The Red Cross will not store or use hazardous chemicals or perform hazardous chemical operations in the Facility that would be prohibited in a standard property insurance policy.
 - d. *Personal Property.* All personal property placed in the Facility by the Red Cross will remain the property of the Red Cross. Repair of any damage caused by the placing or removing of Personal Property will be the sole responsibility of the Red Cross.

4. 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.
5. 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 as determined by Owner, 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.
6. 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 as determined by Owner, 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 the services at the direction of and in cooperation with the Red Cross Manager.
7. 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.
8. 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.
9. Closing the Facility: The Red Cross will vacate any Facility or portion of any Facility upon thirty days' written request by Owner, or when Red Cross determines the use is no longer needed for emergency disaster-related activities, whichever occurs first.
 - a. 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.
 - b. Owner may terminate this Agreement immediately under either of the following conditions: (1) if the Red Cross uses the Facility for any unauthorized, unlawful or illegal purposes when such use continues for a period of three days after written notice from Owner; (2) any act or omission by the Red Cross that, in Owner's reasonable judgment, causes a threat to the health or safety of the general public or the users of the Facility, when such use continues for a period of two days after written notice from Owner. The Red Cross's failure to obtain and maintain any required license and/or registration for its operations at the Facility is considered a violation under this paragraph.



Facility Use Agreement

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 except, 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, subject to required County procurement procedures. 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	<i>CEE</i>	<i>NAH</i>
Gas	<i>CEE</i>	<i>NAH</i>
Electricity	<i>CEE</i>	<i>NAH</i>
Waste Disposal	<i>CEE</i>	<i>NAH</i>

- 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:** Owner will obtain and maintain fire and other property insurance for the Facility, and may self-insure for such losses. The Red Cross will carry the following insurance coverage:
- a. *Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.*
 - b. *Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.*
 - c. *Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.*
 - d. *Additional Insured. The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities*



Facility Use Agreement

performed by or on behalf of the Red Cross.

- e. *Subrogation.* The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Red Cross.
- f. *Primary Insurance.* The Red Cross's policies shall stipulate that the insurance afforded the Red Cross shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.
- g. *Approval and Modifications.* Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

12. Indemnification. Red Cross covenants that it shall defend, indemnify and hold Owner, its officers, agents and employees harmless from any and all claims, demands, causes for action, complaints, suits, losses, damages, injuries and liabilities whatsoever, including, but not limited to, costs, expenses and attorney fees, brought by or on behalf of any person, persons or property injured as a result of, or in any way related to, the activities of the Red Cross or any employee, agent or invitee of the Red Cross, or the Red Cross's use of the Facility, excepting only such injuries as are directly caused by the gross negligence or willful misconduct of Owner.

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.

14. Conflict of Interest. This agreement is subject to cancellation for conflict of interest provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of this lease as if set forth in full.

The American National Red Cross

Michael J Allen
(Legal Name)

[Signature]
By (Signature)

Michael Allen
Name (Printed)

Disaster Program Manager
Title

03/10/2020
Date



Facility Use Agreement

PIMA COUNTY

Ramón Valadez, Chairman, Board of Supervisors

Date

ATTEST

Julie Castañeda, Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM

Deputy County Attorney
Jonathan Pinkney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Head

Date