

# **STATEMENT OF AGREEMENT FOR THE USE OF A FACILITY FOR STORAGE OF MASS CARE SUPPLIES**

This agreement is made and entered into between Imperial Valley College 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.

Imperial Valley College is authorized to permit the Red Cross to use College grounds for the storage of mass care shelter supplies 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 Imperial Valley College available to the Red Cross for the aforesaid use.

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

1. Imperial Valley College agrees that, after meeting its responsibilities to its clients/stakeholders, it will permit, to the extent of its ability and upon request by the Red Cross, access to its physical facilities and grounds by the Red Cross or its designated representatives for the storage and retrieval of Red Cross disaster equipment or supplies.
2. Imperial Valley College agrees that supplies within the storage container will only be used with the permission of the Red Cross. In the case of a catastrophic disaster, Imperial Valley College may access the shelter supplies within the storage container prior to notification of the Red Cross.
3. The American Red Cross will be responsible for insuring that its equipment and supplies are properly secured while on the grounds of Imperial Valley College. The Red Cross will perform regular inspections of said equipment/supplies for the purposes of maintenance and inventory control. Said inspections will be performed with prior notice to and agreement of Imperial Valley College.

4. 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 Imperial Valley College for any supplies or services that may be used by the Red Cross in the conduct of its disaster relief activities.
5. 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 Imperial Valley College for any damages caused by the American Red Cross and/or its clients during the Red Cross' use of the facility.
6. 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.

7. LIABILITY INSURANCE.

- 7.1 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.
- 7.2 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

Automobile Liability Insurance

\$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.

- 7.3 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 College may require additional coverage to be purchased by the Red Cross to restore the required limits. The Red Cross shall also notify the Imperial Valley College 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.
- 7.4 All insurance companies affording coverage to the Red Cross for the purposes of this Section shall add Imperial Valley College as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the College as additional insured shall be primary insurance and other insurance maintained by Imperial Valley College, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.5 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.
- 7.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the College 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.
- 7.7 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 College, concurrently with the submittal of this Agreement.
8. Notwithstanding any other agreements, the San Diego/Imperial Counties Chapter of the American National Red Cross agrees to defend, hold harmless, and indemnify Imperial Valley College, 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 Imperial Valley College.

9. The Red Cross and Imperial Valley College 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 San Diego/Imperial Counties Chapter 3950 Calle Fortunada San Diego, Ca 92123 Attn: Disaster Response Dept.	TO: Imperial Valley College 380 E. Aten Road PO Box 158 Imperial, CA 92251 Attn: Maintenance & Operations
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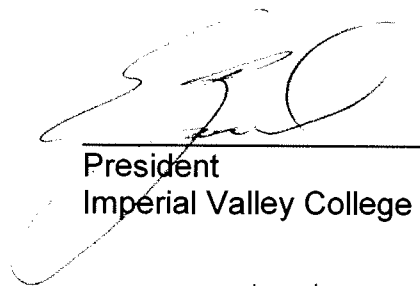
10. Termination of this agreement can be initiated by either signing agency at any time and for any reason. Termination occurs 30 days after receipt of written notice.

In witness thereof, Imperial Valley College 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:

\_\_\_\_\_  
Director, Disaster Services  
American Red Cross  
San Diego/Imperial Counties Chapter

Date \_\_\_\_\_

  
\_\_\_\_\_  
President  
Imperial Valley College  
Date 10/22/10