

- 10A.** City Manager – Approve Shelter Operations Facility Use Agreement (FUA) with American National Red Cross (Red Cross) and Authorize City Manager as City's Signatory. Expenditure: None. Recommendation of the City Manager that City Council approve a Shelter Operations Facility Use Agreement (FUA) between the City of Torrance (City) and the American National Red Cross (Red Cross) to enhance community disaster response, coordination and emergency preparedness and authorize the City Manager to be the designated signatory.



Date: June 3, 2025

To: Honorable Mayor and Members of the City Council

From: Aram Chaparyan, City Manager

By: Nazanin Chiniforoushan, Emergency Services Manager |
NChiniforoushan@TorranceCA.gov

Subject: City Manager – Approve Shelter Operations Facility Use Agreement (FUA) with American National Red Cross (Red Cross) and Authorize City Manager as City’s Signatory. Expenditure: None.

RECOMMENDATION

Recommendation of the City Manager that City Council approve a Shelter Operations Facility Use Agreement (FUA) between the City of Torrance (City) and the American National Red Cross (Red Cross) to enhance community disaster response, coordination and emergency preparedness and authorize the City Manager to be the designated signatory.

FUNDING

None required.

DISCUSSION

The American National Red Cross (Red Cross) provides vital emergency services to the public, including disaster response, sheltering, and recovery assistance. In the event of natural disasters or other major emergency incidents, it is important to have an established plan that allows for the swift use of City facilities for temporary shelters, and/or logistical support locations. Establishing a Shelter Operations Facility Use Agreement (FUA) with the Red Cross enables a plan so the City can collaborate quickly and effectively during emergencies, minimizing response times and enhancing services provided to residents.

City Staff, in partnership with the Red Cross, engaged in discussions to draft an FUA, outlining roles, responsibilities, and coordination efforts to ensure efficient disaster response and recovery. The FUA includes the following key elements:

Sheltering Activation

Red Cross and/or City may request activation of a pre-designated City facility to serve as temporary disaster shelter, temporary service center, parking or storage staging site. Sheltering activities may house any affected individuals, not limited to Torrance residents. The City retains the right to determine which facility to open and to deny the activation request.

Designated Facilities

To determine which City facilities were best suited for temporary sheltering, the Red Cross inspected proposed facilities that met the Red Cross Sheltering Standards (Sheltering Standards). The Sheltering Standards include criteria such as facility size, amenities and logistics. Based on the inspection, four City facilities met the Sheltering Standards; Dee Hardison Sports Center, George Nakano Theater, Ken Miller Recreation Center, and Toyota Meeting Hall. Based on the scope of the emergency, one or all the facilities can be activated as authorized by the City.

Red Cross Responsibilities

Red Cross will oversee shelter management, client intake, and provide emergency supplies, food (with support from the City if available), and custodial services of the facility.

City Responsibilities

The City will coordinate access to facilities, assign staff for support roles (if available), and assist with logistics, inspections, and help ensure the security of the facility.

Fees and Reimbursement

Red Cross will not pay a rental fee to use City facilities as emergency shelters. However, the Red Cross will reimburse the City for the following costs:

- ✓ Facility damage costs resulting from Red Cross operations.
- ✓ Personnel costs including staff time related to custodial and food support.
- ✓ Reasonably traceable costs incurred for utilities including water, gas and electricity associated with shelter operations.

Liability and Indemnification

Red Cross will indemnify the City and provide evidence of insurance coverage.

The combined provisions of the Red Cross FUA strengthens the City's ability to respond quickly and effectively to disasters, ensuring the community receives critical assistance during emergencies. Staff recommends formalizing this partnership with the Red Cross by approving the FUA and authorizing the City Manager to be the designated signatory.

ATTACHMENT

1 Red Cross Facility Use Agreement



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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:

 RC View NSS Facility Site Identification Number: 203496

Full Name of Owner	City of Torrance
Address	City of Torrance 3031 Torrance Blvd. Torrance, CA 90503
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Primary John La Rock, (Community Services Director) 310-961-6080 24hr# / 310-618-2937 Office Secondary Gerry Pinela (General Services Facility Operations Manager) 323-828-5242 24hr # / 310-784-7908 Office Tertiary Danny Santana (Assistant City Manager) 424-323-2119 24hr# / 310-618-5880 Office Quaternary 24/7 Non Emergency Intake Interactive Communication Office 310-618-5725 24hr#
Address for Official Notices (only if different from above address)	n/a

Red Cross:

Chapter Name	The American National Red Cross, Los Angeles Region
Chapter Address	1450 S Central Ave, Los Angeles CA 90021
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Disaster Duty Officer (800) 675-5799
Address for Official Notices	1. American Red Cross, Disaster Cycle Services Logistics 8550 Arlington Blvd., Fairfax, VA 22031 2. The American National Red Cross, Los Angeles Region 1450 S Central Ave, Los Angeles CA 90021



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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.

Dee Hardison Sports Center NSS # 159888
2400 Jefferson Street Torrance, CA 90501

George Nakano Theater NSS # TBD
3300 Civic Center Drive Torrance, CA 90503

Ken Miller Recreation Center NSS # 159887
3300 Civic Center Drive Torrance, CA 90503

Toyota Meeting Hall NSS # TBD
3300 Civic Center Drive Torrance, CA 90503

Terms and Conditions

- 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. Owner may request Red Cross to respond to local emergencies and open facilities as designated by Owner. 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)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

- 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.
- 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.
- 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.



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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: _____ Red Cross initials: _____
 - 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):

Utility	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		



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- 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. If requested the Red Cross will provide information and documents to support the Owner's cost recovery from Federal Emergency Management Agency's cost recovery program.
11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability including coverage for volunteers and Automobile Liability including owned, non owned and hired vehicles. 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, the City Council, each member thereof, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") against any legal liability, including attorney fees, in respect to claims for bodily injury, death, and property damage arising from the Red Cross's use of the Facility, to the extent not caused by the City's Affiliates's gross negligence or willful misconduct.
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.

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Digital Signature: Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

OWNER

RED CROSS

City of Torrance

The American National Red Cross

Owner (Legal Name)

(Legal Name)

By (Signature)

By (Signature)

Aram Chaparyan

Erica Frausto-Aguado

Name (Printed)

Name (Printed)

City Manager

Los Angeles Regional Disaster Officer

Title

Title

Date

Date