

INTRODUCED: April 13, 2020

AN ORDINANCE No. 2020-097

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to enter into a Facility Use Agreement between the City of Richmond and the American National Red Cross for the use of six Department of Parks, Recreation and Community Facilities' community centers as shelters during disaster emergency situations.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 27 2020 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to enter into a Facility Use Agreement between the City of Richmond and the American National Red Cross for the use of the following six Department of Parks, Recreation and Community Facilities' community centers as shelters during disaster emergency situations: Bellemeade Community Center located at 1800 Lynhaven Avenue; Hickory Hill Community Center located at 3000 East Belt Boulevard; Hotchkiss Field Community Center located at 701 East Brookland Park Boulevard; Pine Camp Arts and Community Center located at 4901 Old Brook Road; Randolph Community Center located at

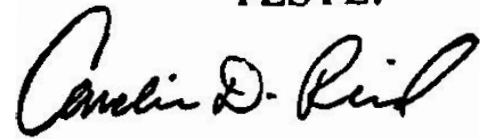
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 26 2020 REJECTED: _____ STRICKEN: _____

1415 Grayland Avenue; and Southside Community Center located at 5255 Old Warwick Road. Such Facility Use Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Carolin D. Reif". The signature is written in a cursive style with a large initial 'C'.

City Clerk

RECEIVED

By Barbara Fore at 2:57 pm, Apr 08, 2020



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

2020-033

MAR 13 2020

Office of the
Chief Administrative Officer

O&R REQUEST


DATE: February 27, 2020

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: Levar M. Stoney, Mayor  4/8/2020

THROUGH: Lenora G. Reid, Acting Chief Administrative Officer  3/19/2020

THROUGH: Reginald E. Gordon, Deputy CAO for Human Services 

THROUGH: Jay A. Brown, Ph.D., Director of Budget and Strategic Planning 

FROM: Christopher Frelke, Director 
Parks, Recreation and Community Facilities

RE: Approval of a Facility Use Agreement with the American National Red Cross for disaster relief sites.

ORDINANCE OR RESOLUTION NO.: _____

PURPOSE: To authorize the Acting Chief Administrative Officer to approve and sign an agreement between the City of Richmond and the American National Red Cross for usage of six (6) community centers as shelters during a disaster.

REASON: The American National Red Cross, a non-profit corporation is seeking approval of a facility use agreement with the City of Richmond to provide disaster relief services at six (6) Parks, Recreation and Community Facilities community centers (Bellemeade, Hickory Hill, Hotchkiss, Pine Camp Arts and Community Center, Randolph, Southside). The Red Cross would provide services to individuals, families and communities at these facilities when disasters strike.

RECOMMENDATION: This ordinance is recommended for approval.

BACKGROUND: The American National Red Cross ("Red Cross"), a non-profit that provides services to individuals, families and communities when disasters strike. The disaster relief activities 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. The Red Cross would provide the following:

- Facility management during a disaster
- Custodial services (coordinated with PRCF)
- Security/safety
- Signage and publicity

- Damage reimbursement to the facility
- Reasonable cost reimbursement for utilities
- Reasonable cost reimbursement for associated with custodial and food service personnel and supplies
- Insurance

FISCAL IMPACT/COST: N/A

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: April 13, 2020

CITY COUNCIL PUBLIC HEARING DATE: April 27, 2020

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Parks, Recreation, and Community Facilities, Office of Emergency Management

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Facility Use Agreement

STAFF: Christopher Frelke, Director
Parks, Recreation and Community Facilities - 646-5733

Deborah Morton, Deputy Director
Parks, Recreation and Community Facilities – 646-5714

Paul Hundley, Emergency Planner
Office of Emergency Management



Facility Use Agreement

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 the City of Richmond, 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 Richmond
Address	1209 Admiral Street Richmond, VA 23220
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Paul Hundley, Emergency Planner (w) 804-646-3629 (c) 804-629-2693
Address for Official Notices (only if different from above address)	201 E. Franklin Street Richmond, VA 23219

Red Cross:

Chapter Name	Capital, Virginia Region	
Chapter Address	420 E Cary St, Richmond VA 23214	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Maria Biava, DPS (c) 804-241-2844	Meredith Snellings, DPM (c) 804-400-4974
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031	

Facility:

<p>Bellemeade Community Center, 1800 Lynhaven Ave Richmond Va 23224 Hickory Hill Community Center, 3000 E Belt Blvd, Richmond Va 23234 Hotchkiss Field Community Center, 701 E Brookland Park Blvd, Richmond Va 23222 Pine Camp Arts and Community Center, 4901 Old Brook Rd, Richmond Va 23227 Randolph Community Center, 1415 Grayland Ave, Richmond Va 23220 Southside Community Center, 5255 Old Warwick Rd, Richmond Va 23224</p>



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):

Table with 3 columns: Facility Purpose, Owner Initials, Red Cross Initials. Rows include Service Center, Storage of supplies, Parking of vehicles, and Disaster Shelter.

- 2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager").
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.
4. 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.
5. 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.
6. 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.
7. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility.



Facility Use Agreement

8. **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: _____~~

9. **Reimbursement:** Subject to the conditions in paragraph 8(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		
Gas		
Electricity		
Waste Disposal		

- 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.

10. **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.

11. **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.



Facility Use Agreement

12. 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 Richmond

The American National Red Cross

Owner (Legal Name)

(Legal Name)

By (Signature)

By (Signature)

Lenora G. Reid

Name (Printed)

Name (Printed)

Acting Chief Administrative Officer

Title

Title

Date

Date

Approved as to Form:

9/6/2020

Alexandra M. Griffin
Assistant City Attorney

Date