

RESOLUTION NO. 94-16

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL,  
OF THE CITY OF RIDGECREST ENTERING INTO AN  
AGREEMENT CONCERNING THE USE OF FACILITIES  
AS MASS SHELTERS BY THE ANTELOPE VALLEY  
CHAPTER, AMERICAN RED CROSS.**

NOW, THEREFORE, THE RIDGECREST CITY COUNCIL does hereby resolve  
as follows:

Section 1. The City of Ridgecrest and the Antelope Valley Chapter, American Red Cross, agree that in a natural disaster, or war related relief services, that the use of mass shelters by the American Red Cross, Antelope Valley Chapter is agreed upon.

**APPROVED AND ADOPTED THIS** 6th day of April, 1994 by the following vote:

Ayes: Mayor Corlett, Council Members Auld, Bitney, Bryan, and Parode.

Noes: None.

Abstain: None.

Absent: None.



Kevin S. Corlett, Mayor

ATTEST:



Pamela Bartlett, City Clerk

CITY OF RIDGECREST

KERN COUNTY, CALIFORNIA

AGREEMENT CONCERNING THE USE OF FACILITIES  
AS MASS SHELTERS BY THE ANTELOPE VALLEY CHAPTER,  
AMERICAN RED CROSS

This Agreement is made and entered into between the City of Ridgecrest, Kern County, California, hereinafter referred to as the "Supporting Organization," and the Antelope Valley Chapter of the American Red Cross, hereinafter referred to as the "Red Cross".

RECITALS

The American Red Cross is responsible for the welfare of people in time of a natural disaster.

During the time of natural or man-made disasters, other than war, the American Red Cross furnishes to the victims of the disaster food, clothing, shelter, rehabilitation, and such other related services as are necessary.

The American Red Cross is also responsible, under the California Office of Emergency Services, for providing war related relief services such as food, clothing, and shelter. Responsibility for reimbursement to the Supporting Organization for costs of food, supplies, or facilities used or damaged is that of the Office of Emergency Services. Such use shall be in accordance with the responsibilities and authorities of the local, state, and national Civil Defense agencies.

The parties hereto mutually desire to reach an understanding which will result in the maximum utilization of the facilities of the Supporting Organization as mass shelters, and for emergency mass feeding in time of natural or man-made disaster, and for war related relief services.

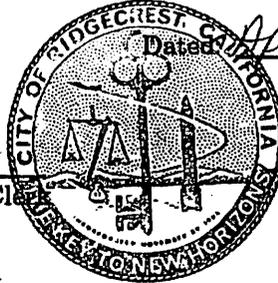
Now THEREFORE, it is mutually agreed between the parties as follows:

1. The Supporting Organization agrees that, after meeting its responsibility to persons on-site, it will permit, to the extent of its ability, the use of its physical facilities as mass shelters and for emergency feeding in time of natural or man-made disasters, or for war related relief services.
2. The Red Cross agrees that, during such times as the physical facilities of the Supporting Organization are being used as emergency shelters and for emergency feeding as provided in this Agreement, it shall be responsible for the proper care and maintenance of the physical facilities so used. The Red Cross further agrees to replace or make restitution to the Supporting Organization for any food or supplies which may be used by reason of the use of such physical facilities, and agrees to indemnify and hold harmless the Supporting Organization against any liability for damages to persons or property arising out of such use of said physical facilities.
3. This Agreement shall become effective upon the date of the last signature affixed hereto, and shall remain in effect until terminated by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF RIDGECREST

BY: Kevin S. Corlett  
Kevin Corlett, Mayor  
City of Ridgecrest



April 13, 1994

ATTEST:  
BY: Pam Bartlett  
Pam Bartlett, City Clerk

APPROVED AS TO FORM:  
BY: Donna Somers  
City Attorney

ANTELOPE VALLEY CHAPTER,  
AMERICAN RED CROSS

BY: Fran Stewart  
Fran Stewart  
Executive Director

Dated: 5 May 1994