

**First Baptist Church  
Business Meeting Minutes  
October 17, 2021**

1. Call to Order

1.1 Meeting was called to order at 11:13 AM by Pastor Blake Inscore

1.2 Minutes from the July 11, 2021 meeting are posted on the Website and the bulletin board.

2. Reports

2.1 Ministry Updates

A. Celebrate Recovery – Continuing to meet, serving to-go meals, working on starting back up the programs for kids and youth.

B. Del Norte Mission Possible – The transitional living house remains fully occupied. As women graduate out of the program their spots have been filled immediately.

- Backpack Program – Through the support of Send Relief which is a joint venture of the North American Mission Board and the International Mission Board we received 72 Backpacks. The backpacks will be distributed to the local unhoused through DNMP. Each backpack will have a bath towel, hand towel, socks, a hoodie, toilet paper, and a New Testament. Lenea Inscore brought up the idea of using Women’s Ministry Money to help with the program. Motion made by Sharel Campbell and seconded by Blanche Buckley to use Women’s Ministry Funds to purchase the needed remaining items. Motion carried.

2.2 Financial Report – Pastor presented the financial report. We are ahead of budget in our giving, and we are under expenses. God has been faithful and so have we. This is a draft report because the Missions giving is not reported correctly. A final report will be posted.

2.3 Attendance & Membership – We had no additions this quarter. Our average in person attendance has been 24. We had a higher attendance during the weeks we were outside.

2.4 Missions Update

A. California Mission Offering – The Church gave \$1,795 to this year’s offering. This was nearly three times more than our annual goal of \$600!

B. Operation Christmas Child – We will be using the “Build a Box” program again this year. The cost per box is \$25. We have boxes available for individuals if they want to make their own box.

C. Giving Tree – We will reach out to Head Start to make sure they want us to do the program again this year and we will inquire about submitting a grant application with the Wild River’s Community Foundation.

D. Wiesner’s, Alsup’s, Keck’s – We will continue to post our missionaries newsletters in the foyer. Special prayer Gary and Verda Keck (parents) who are battling COVID in Palau.

2.5 Building & Grounds – Evaluating work to be done on the Ministry House bathroom and on the Entry Doors coming into the Sanctuary.

3. Old Business – None

4. New Business

4.1 Use of the Church as an Emergency Shelter – Pastor introduced the possibility of the Church being used as an Emergency Shelter. Whether with the County or with Red Cross if the facility is used the entity responsible will provide insurance and name the Church as an additional insured. The entity would all be responsible for ensuring that the facility was in the same condition after use as it was prior.

1. MOU with Del Norte County – Motion made by Blanche Buckley and seconded by Sue Bliesner to authorize the Pastor to sign the MOU. Motion carried. Agreement is attached.

2. Grant Application for Emergency Generator – There is a possibility that the Church may qualify for a grant to purchase a whole facility back up generator. Consensus was for the Pastor to investigate the grant possibility and then bring it back to the Church for consideration.

3. Facility Use Agreement with Red Cross – Sharel Campbell made a motion to approve the facility use agreement with Red Cross; seconded by Sue Bliesner. Motion carried. Agreement is attached.

4. Facility Use Agreement with Uncharted Shores Academy – Pastor introduced the idea of allowed Uncharted Shores to designate the Church as its muster point in an emergency. Currently the school is directed to muster in front of the Recreation Gym. This would allow them an indoor site for this purpose. Consensus was for the Pastor to pursue a simple use agreement with the School and to confirm with our insurance provider if anything else is necessary.

4.2 Other – none

Respectfully Submitted,

Lenea Inscore, Church Clerk

**QUARTERLY FINANCE REPORT - FINAL  
July - September 2021**

<u>GENERAL FUND</u>			
			<u>Income Summary</u>
Beginning Balance	\$	83,757.12	GENERAL GIVING \$ 35,463.25
Income	\$	38,276.83	INTEREST \$ 153.58
Expenses	\$	31,502.06	CCCU VISA Points \$ 100.00
Ending Balance	\$	90,531.89	GEN FUND - OTHER \$ 40.00
			WIESNERS
			ALSUPS
Total Net Income	\$	6,774.77	AAEO
			CMO \$ 1,895.00
			LMCO
Budget Qtr	\$	32,448.00	OCC \$ 25.00
Budget Offering Qtr	\$	35,463.25	GIVING TREE
Budget Net Income	\$	3,015.25	CA DISASTER RELIEF
			MINISTRY HOUSE IN \$ 600.00
			PARSONAGE
			STAINED GLASS
			\$ <u>38,276.83</u>
<u>DESIGNATED FUND</u>			
			<u>Account Balances</u>
Benevolence	\$	1,326.93	Memorial Fund \$ 2,514.12
Camp	\$	559.37	Men's Ministry \$ 120.57
Children's Ministry	\$	362.66	Ministry House \$ 3,400.00
General Reserve	\$	39,143.27	Mission Development \$ 6,902.37
Health Insurance Set-Aside	\$	18,600.00	New Equipment \$ 5,309.12
Health Reimbursement Account	\$	1,620.12	Parsonage \$ 19,385.22
Insurance, Property	\$	938.29	Property Tax Reserve \$ 2,326.16
Insurance, Renter	\$	(75.00)	Senior Adult Ministry \$ 451.20
Insurance, Worker Comp	\$	96.35	Stained Glass Win \$ (216.15)
Interest Income	\$	2,624.17	Women's Ministry \$ 653.31
Maintenance	\$	8,671.71	Youth \$ 1,832.95
			Ending Balance \$ <u>116,546.74</u>
<u>INVESTMENTS</u>			
		Beginning Balance	Change
General Fund with CA Baptist Foundation		\$30,140.39	\$209.44
4/30/2021 \$ 30,000.00 Initial Investment		6/30/2021	9/30/2021
Scholarship Fund with Edward Jones		\$76,362.22	\$201.16
5/26/2018 \$ 60,000.00 Initial Investment		6/30/2021	9/24/2021

**IN SUMMARY:**

Dedicated		General Checking:	\$90,531.89
Scholarship Fund:	\$76,563.38	CA Baptist Foundation:	\$30,349.83
		General Fund Total:	\$120,881.72
		Designated Fund:	\$116,546.74
		<b>TOTAL AVAILABLE CASH ASSETS:</b>	<b>\$237,428.46</b>

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10/18/21

Accrual Basis

**First Baptist Church - General Fund**  
**Profit & Loss**  
 July through September 2021

	Jul 21	Aug 21	Sep 21	TOTAL
<b>Income</b>				
3000 · General Fund Income				
3001 · General Fund Giving	10,534.25	16,185.00	8,744.00	35,463.25
3002 · General Fund Interest Income	40.52	46.98	66.08	153.58
3003 · General Fund VISA Points	0.00	100.00	0.00	100.00
3000 · General Fund Income - Other	0.00	0.00	40.00	40.00
<b>Total 3000 · General Fund Income</b>	<b>10,574.77</b>	<b>16,331.98</b>	<b>8,850.08</b>	<b>35,756.83</b>
4100 · Designated Missions Income				
4121 · CMO-California Mission	75.00	25.00	1,795.00	1,895.00
4130 · OCC-Operation Christmas Child	0.00	0.00	25.00	25.00
4145 · Ministry House In	600.00	0.00	0.00	600.00
<b>Total 4100 · Designated Missions Income</b>	<b>675.00</b>	<b>25.00</b>	<b>1,820.00</b>	<b>2,520.00</b>
<b>Total Income</b>	<b>11,249.77</b>	<b>16,356.98</b>	<b>10,670.08</b>	<b>38,276.83</b>
<b>Gross Profit</b>	<b>11,249.77</b>	<b>16,356.98</b>	<b>10,670.08</b>	<b>38,276.83</b>
<b>Expense</b>				
5000 · General Fund Expense	0.00	0.00	0.00	0.00
5100 · Budgeted Missions Expense				
5101 · Cooperative Program	316.00	486.00	262.00	1,064.00
5104 · Wiesners - Rocklin Global	100.00	100.00	100.00	300.00
5105 · CAN-Community Assist Network	50.00	50.00	50.00	150.00
5106 · Alsups - Manna Worldwide	100.00	100.00	100.00	300.00
5107 · Kecks - Global Ind Baptist	100.00	100.00	100.00	300.00
<b>Total 5100 · Budgeted Missions Expense</b>	<b>666.00</b>	<b>836.00</b>	<b>612.00</b>	<b>2,114.00</b>
5200 · Pastoral Ministries				
5201 · Salary	3,350.00	3,350.00	3,350.00	10,050.00
5202 · Retirement	1,670.00	1,670.00	1,670.00	5,010.00
5203 · Medical	583.00	583.00	583.00	1,749.00
5204 · Reimbursements	75.67	75.67	75.67	227.01
5206 · Health Insurance Set Aside	1,250.00	1,250.00	1,250.00	3,750.00
<b>Total 5200 · Pastoral Ministries</b>	<b>6,928.67</b>	<b>6,928.67</b>	<b>6,928.67</b>	<b>20,786.01</b>
5300 · Administration & Support Exp				
5301 · Office Supplies	151.75	60.41	5.41	217.57
5304 · Software & Subscriptions	0.00	0.00	99.99	99.99
5322 · Pulpit Supply	150.00	100.00	0.00	250.00
5330 · Misc Admin; Fraud; Disputes	119.99	-91.52	7.69	36.16
<b>Total 5300 · Administration &amp; Support Exp</b>	<b>421.74</b>	<b>68.89</b>	<b>113.09</b>	<b>603.72</b>
5400 · Education & Outreach Expense				
5401 · Literature & Materials	100.00	16.26	0.00	116.26
5421 · Outreach / Events	72.54	0.00	0.00	72.54
<b>Total 5400 · Education &amp; Outreach Expense</b>	<b>172.54</b>	<b>16.26</b>	<b>0.00</b>	<b>188.80</b>
5500 · Worship Expense				
5501 · Music	120.70	0.00	0.00	120.70
5503 · Worship Equipment	0.00	17.35	0.00	17.35
<b>Total 5500 · Worship Expense</b>	<b>120.70</b>	<b>17.35</b>	<b>0.00</b>	<b>138.05</b>

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10/18/21

Accrual Basis

**First Baptist Church - General Fund**  
**Profit & Loss**  
**July through September 2021**

	Jul 21	Aug 21	Sep 21	TOTAL
<b>5700 · Facilities Expense</b>				
5701 · General Maintenance	11.23	57.91	358.45	427.59
5702 · Parsonage Maintenance	0.00	2.28	0.00	2.28
5703 · Ministry House Maintenance	20.02	0.00	245.68	265.70
5710 · Janitorial Supplies	0.00	160.02	0.00	160.02
5720 · Utilities Expense	765.22	632.18	772.49	2,169.89
5730 · Property Taxes	250.00	250.00	250.00	750.00
5740 · Property Insurance	438.00	438.00	438.00	1,314.00
5741 · Worker's Comp Insurance	29.00	29.00	29.00	87.00
<b>Total 5700 · Facilities Expense</b>	<b>1,513.47</b>	<b>1,569.39</b>	<b>2,093.62</b>	<b>5,176.48</b>
<b>6100 · Designated Missions Expense</b>				
6121 · CMO-CA Mission Offering Out	75.00	25.00	1,795.00	1,895.00
6145 · Ministry House Out	0.00	0.00	600.00	600.00
<b>Total 6100 · Designated Missions Expense</b>	<b>75.00</b>	<b>25.00</b>	<b>2,395.00</b>	<b>2,495.00</b>
<b>Total Expense</b>	<b>9,898.12</b>	<b>9,461.56</b>	<b>12,142.38</b>	<b>31,502.06</b>
<b>Net Income</b>	<b>1,351.65</b>	<b>6,895.42</b>	<b>-1,472.30</b>	<b>6,774.77</b>

# First Baptist Church

Crescent City, CA

## Designated Accounts Activity

1st Quarter, FY 2021-2022

	6/30/2021	Added	Less	9/30/2021
	Balance			Balance
Benevolence	\$ 1,326.93	-	-	\$ 1,326.93
Camp	\$ 559.37	-	-	\$ 559.37
Children's Ministry	\$ 362.66	-	-	\$ 362.66
General Reserve	\$ 39,143.27	-	-	\$ 39,143.27
Health Ins Set Aside	\$ 14,850.00	3,750.00	-	\$ 18,600.00
Health Reimbursement Acct	\$ 174.08	1,749.00	302.96	\$ 1,620.12
Insurance, Property	\$ 4,287.03	1,269.00	4,617.74	\$ 938.29
Insurance, Renter	\$ (120.00)	45.00	-	\$ (75.00)
Insurance, W/C	\$ 289.00	87.00	279.65	\$ 96.35
Interest Income	\$ 2,405.96	218.21	-	\$ 2,624.17
Maintenance	\$ 8,671.71	-	-	\$ 8,671.71
Memorial Fund	\$ 2,514.12	-	-	\$ 2,514.12
Men's Ministry	\$ 120.57	-	-	\$ 120.57
Ministry House, Gifts	\$ 400.00	-	-	\$ 400.00
Ministry House, Rent Inc	\$ 2,400.00	600.00	-	\$ 3,000.00
Mission Development	\$ 6,902.37	-	-	\$ 6,902.37
New Equipment, Admin	\$ 400.00	-	-	\$ 400.00
New Equipment, Music	\$ (90.88)	-	-	\$ (90.88)
New Equipment, Other	\$ 5,000.00	-	-	\$ 5,000.00
Parsonage	\$ 19,385.22	-	-	\$ 19,385.22
Property Tax, Corner Lot	\$ 291.68	165.00	-	\$ 456.68
Property Tax, Ministry House	\$ 42.31	24.00	-	\$ 66.31
Property Tax, Parsonage	\$ 1,242.17	561.00	-	\$ 1,803.17
Senior Adult Ministry	\$ 451.20	-	-	\$ 451.20
Stained Glass Windows	\$ 526.21	-	742.36	\$ (216.15)
Women's Ministry	\$ 653.31	-	-	\$ 653.31
Youth Ministry	\$ 1,832.95	-	-	\$ 1,832.95
	\$ 114,021.24	\$ 8,468.21	\$ 5,942.71	\$ 116,546.74

Net Change: \$ 2,525.50

**EMERGENCY SHELTER AND LOCAL ASSISTANCE CENTER AGREEMENT  
BY AND BETWEEN THE  
COUNTY OF DEL NORTE AND THE  
FIRST BAPTIST CHURCH CRESCENT CITY**

This EMERGENCY SHELTER AND LOCAL ASSISTANCE CENTER AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Del Norte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the First Baptist Church Crescent City, a Religious Organization, hereinafter referred to as "CHURCH". The COUNTY and CHURCH may be individually referred to as a "Party" and collectively as the "Parties".

**Recitals**

WHEREAS, the purpose of this Agreement is to provide to the Office of Emergency Services and the Department of Health and Human Services of COUNTY sheltering support at the CHURCH during times of emergency or disaster; and

WHEREAS, per Health and Safety Code Section 34070–34072 local government is to provide or contract with recognized community organizations to make emergency or temporary shelter available for people made homeless by a natural disaster or other emergency; and

WHEREAS, per the County of Del Norte Mass Care and Shelter Plan, the Del Norte Office of Emergency Services is designated to act as the Coordinator of Care and Shelter for the Operational Area; and

WHEREAS, per the County of Del Norte Mass Care and Shelter Plan, the Department of Health and Human Services may provide shelter support including care and support of medically fragile persons; as well as adult protective services, child protective services, and in-home services; and

WHEREAS, per the United States congressional charter with American Red Cross, and the Memorandum of Understanding between the County of Del Norte and American Red Cross, there is an expectation that most shelter situations within Del Norte County will be supported by the American Red Cross; and

WHEREAS, per the County of Del Norte Mass Care and Shelter Plan, the Disaster Animal Response Team may provide shelter support in the care of evacuated animals; and

WHEREAS, per the Del Norte County Operational Area Emergency Operations Plan, associated annexes, and other emergency plans, there may be a need for centralized locations where individuals and families can access available disaster assistance programs and services following a disaster (these may be known by a variety of names including, but not limited to: local assistance center, friends and family assistance center, community resource center); and

WHEREAS, the COUNTY seeks to establish agreements for sheltering and/or establishing a local assistance center with entities within the Operational Area that have suitable facilities, prior to emergencies and disasters, such that roles, responsibilities, and expectations are clearly defined; and

WHEREAS, the CHURCH owns property that the COUNTY has determined is suitable for emergency and disaster sheltering of persons and/or animals and/or establishing a local assistance center;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. PURPOSE

The purpose of this agreement is to outline COUNTY and CHURCH responsibilities in providing for emergency and disaster sheltering to persons and/or animals and/or establishing a local assistance center, when there is imminent threat to life and/or safety, and CHURCH property is available.

2. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of CHURCH:

1. During emergencies and disasters resulting in imminent threat to life, CHURCH will provide COUNTY with a twenty-four (24) hour per day, seven (7) day per week, point of contact for emergency access to CHURCH, located at 1295 G St, Crescent City, California.
2. CHURCH will provide COUNTY and its Mass Care and Shelter Representatives (including Emergency Operation Staff, American Red Cross Volunteers, and Disaster Animal Shelter Volunteers) access to CHURCH when available and as soon as possible after being notified of an emergency or disaster requiring sheltering. A Building Use Selection Activation/Deactivation Form and CHURCH Map are attached hereto as Exhibit A. The Parties will update the Activation/Deactivation Form to reflect the specific facilities that COUNTY selects to use for emergency shelter, subject to availability, as soon as is practicable. Such access shall include use of utilities and the facilities at the rates stated in Exhibit A.
3. CHURCH shall not be responsible for interruption of electrical service due to the emergency, such as rolling blackouts.
4. CHURCH may require COUNTY to vacate the property with written notice at least seventy-two (72) hours prior.
5. CHURCH will provide a formal invoice to COUNTY, on official letterhead, within thirty (30) days of the COUNTY vacating the CHURCH, itemizing all costs incurred based upon the facilities activated and at the agreed upon rates as set forth in Exhibit A.

B. Responsibilities of COUNTY:

1. COUNTY will provide timely notification to CHURCH when COUNTY becomes aware of a situation that sheltering and/or establishing a local assistance center may or will need to be enacted in response to an emergency or disaster.
2. COUNTY shall notify the State Fire Marshal and Cal OES within twelve (12) hours of activation of use of the facility for sheltering of persons and/or animals, request a mission task number, and provide said number to CHURCH.
3. COUNTY will identify in Exhibit A which facilities of the CHURCH it wishes to use and an estimated timeline for use, subject to the stated rates and availability. Updates will be provided to the CHURCH regarding the timeline as the incident evolves.



4. COUNTY shall be solely responsible for managing and operating the shelter for human and/or animal occupancy, including but not limited to, conducting the intake of individuals, establishing rules for occupants to maintain order, and appointing an individual who is responsible for enforcing those rules and ensuring the activated facilities are safe, secure and sanitary for temporary human occupancy. COUNTY shall appoint a shelter manager whose identity and contact information shall be provided to the CHURCH prior to opening activated facilities for shelter occupants. The shelter manager shall be accessible twenty-four (24) hours per day, seven (7) days per week.
5. COUNTY shall be responsible for ensuring all occupants vacate the CHURCH upon completion of the emergency. COUNTY shall pay all costs and attorney fees for the removal of any individual or their personal property from the CHURCH.
6. COUNTY will provide custodial services to the facilities activated for use, including transport and disposal of non-traditional and/or hazardous and medical material waste.
7. COUNTY will return activated facilities in the same condition as before its occupancy.
8. COUNTY will, upon receipt and approval of the invoice, pay CHURCH for costs and expenses on the agreed upon rates stated in Exhibit A within thirty (30) days of receipt.

C. Responsibilities Shared by the Parties:

1. COUNTY and CHURCH representatives shall conduct a joint pre-occupancy survey of the activated facilities using the form contained in Exhibit B, "Facility/Shelter Opening and Closing Inspection Form", before the COUNTY may begin its temporary use. The Facility/Shelter Opening and Closing Inspection Form shall be used during a joint post-occupancy inspection once the facilities are vacated by all shelter occupants and/or animals.
2. COUNTY shall be responsible for the cost of repairing any damage caused to the CHURCH.

3. TERM

This Agreement shall commence on the date the Parties have affixed their signatures below, and subject to the approval of the Board of Supervisors and the **First Baptist Church Crescent City Board of Directors**. This Agreement shall end on December 31, 2024, unless earlier terminated as provided herein. The Parties may continually renew this contract for additional three (3) year terms after reviewing the terms and conditions and by a written amendment signed by the Parties.

4. TERMINATION

This Agreement may be terminated by either Party without cause with thirty (30) days' written notice of such intent to terminate. The notice shall state the effective day of such termination.

5. VACATING

Upon expiration or termination of this Agreement, it is the sole responsibility of COUNTY to ensure all occupants have vacated and removed their personal property from the CHURCH, including livestock, service animals, and pets. Should COUNTY fail to ensure all occupants, and their personal property, have vacated, COUNTY shall be responsible for all expenses associated with removal, including any associated legal costs and attorneys' fees.

During the term of this Agreement, all equipment and personal property placed upon CHURCH shall remain the property of COUNTY and shall be removed by COUNTY at its sole cost and expense by the expiration or termination date of this Agreement. Should COUNTY fail to remove said equipment and personal property by the expiration or termination date of this Agreement, CHURCH may do so at the risk of, and cost to, COUNTY. Upon written demand by CHURCH, COUNTY shall immediately pay all costs and expenses of the removal of equipment and personal property. COUNTY may, however, with written consent of CHURCH, abandon in place any and all of COUNTY's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the Church.

Upon expiration or termination of this Agreement, COUNTY shall restore any damage caused by said removal. Except, however, CHURCH may approve, in writing, any deviation from this requirement. Additionally, the COUNTY shall be responsible for any and all cost of sterilization of buildings occupied by COUNTY during the term of this Agreement. Sterilization shall be conducted in accordance with Center for Disease Control and California Department of Public Health and any other applicable governmental standards.

For any additional period beyond the term of this Agreement in which the equipment, materials or personal property of COUNTY remain on the CHURCH grounds, CHURCH shall be entitled to all other justifiable costs incurred.

6. NOTICES

Any and all notice(s) required to be given pursuant to the terms of this contract shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt, or refusal, as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Del Norte  
County Administrative Officer  
981 H Street Suite 210  
Crescent City, CA 95531

CHURCH : First Baptist Church Crescent City  
Blake Inscore  
1295 G St  
Crescent City, CA 95531

7. RECORDS

Records pertaining to the individuals granted shelter at the CHURCH by COUNTY, and that contain personal identifying information, are considered records belonging to COUNTY and shall not be collected, retained, or managed by CHURCH.

8. ADHERENCE TO FEDERAL PROVISIONS

CHURCH further assures that it will abide by the Federal Provisions outlined in Exhibit C in performance of this contract.

9. HOLD HARMLESS/INDEMNIFICATION CLAUSE

COUNTY under this contract shall indemnify and hold harmless the CHURCH from liabilities caused by the COUNTY arising directly or indirectly from the performance of the contract or work, provided, however, that nothing in this agreement purports to or should be understood to provide for indemnity of the CHURCH for its gross negligence or willful misconduct. The term "CHURCH" as used in this section includes its officers, agents, and employees.

CHURCH under this contract shall indemnify and hold harmless the COUNTY from liabilities caused by CHURCH arising directly or indirectly from the performance of the contract or work to the extent legally permissible by Government Code Section 14662.5 et seq., provided, however, that nothing in this agreement purports to or should be understood to provide for indemnity of the COUNTY for its gross negligence or willful misconduct. The term "COUNTY" as used in this section includes its officers, elected and appointed officials, agents, and employees.

10. INSURANCE REQUIREMENTS

Each Party shall procure and maintain for the duration of this contract insurance at least as broad as:

10.1 Commercial General Liability: Coverage for property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The COUNTY agrees to name CHURCH as an additional insured on the COUNTY'S Commercial General Liability policy with respect to liability arising out of services or operations performed by, or on behalf of, the COUNTY.

10.2 Automobile Liability: Coverage for owned autos and non-owned autos, with a limit of no less than \$1,000,000.00 per accident for bodily injury and property damage.

10.3 Workers' Compensation: as required by the State of California.

11. RELATIONSHIP OF PARTIES

It is understood that this is a contract by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both Parties further agree that CHURCH shall not be entitled to any benefits to which COUNTY employees are entitled, and COUNTY shall not be entitled to any benefits to which CHURCH employees are entitled. Benefits include, but are not limited to: overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

12. CONDITION OF PROPERTY

COUNTY accepts the CHURCH and its facilities "AS-IS," "WHERE-IS" and "WITH-ALL-FAULTS " subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the CHURCH, and accepts this License Agreement subject thereto and to all matters disclosed thereby.

13. COMPLIANCE WITH LAWS

The Parties shall abide by all applicable laws and regulations currently in place and any additional laws and regulations that become effective during the term of this Agreement.

CHURCH agrees to comply with all applicable local, state, and federal laws and regulations, including but not limited to the Americans with Disabilities Act ("Act"). If COUNTY decides to activate certain facilities as a shelter, then COUNTY shall be responsible for providing temporary and needed modifications for accessibility under the Act and COUNTY shall assume any liability for resulting claims under the Act.

CHURCH shall maintain licensure and certification requirements at all times during this contract.

CHURCH agrees that all staff employed by CHURCH have met applicable professional requirements pursuant to applicable laws and regulations.

14. GENERAL PROVISIONS

A. In the event that any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by any court of law, then each Party shall be relieved of any obligations arising in such provisions; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

B. A Party shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of the other Party. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of the contract. This provision shall not be applicable to contracts for services or goods or similar arrangements usually or customarily entered into by a Party to obtain or arrange for supplies, technical support or professional services.

C. All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the Parties and to each of their heirs, executors, administrators, successors and assigns.

D. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any other requirement of this Agreement.

E. This Agreement contains all the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the Parties here to. In addition, this Agreement shall supersede in its entirety any and all prior agreement of the Parties.

15. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

16. STANDARD OF PRACTICE

COUNTY warrants that COUNTY personnel directing and providing the services outlined above have the degree of learning and skill ordinarily possessed by reputable

**Exhibit A**

**Building Use Selection Activation/Deactivation**

COUNTY will pay CHURCH \$100 per day (24 hour period) for use of facilities. If costs to CHURCH exceed \$100 per day CHURCH may invoice COUNTY the additional costs. Backup documentation must be provided for those additional costs. Additional costs may include water, sewer, electricity, propane, and other similar utilities.

**1295 G St Facility, parking lot and Grassy area**  
**1184 H St Grassy area with city water and sewer hookups**

**OTHER:** \_\_\_\_\_

Date and Time of Activation: \_\_\_\_\_

Date and Time of Deactivation: \_\_\_\_\_

COUNTY Representative

Name -

Title -

Email -

Cell -

CHURCH Representative

Name -

Title -

Email -

Cell -

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

professionals practicing in similar localities in the same profession and under similar circumstances. COUNTY duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

17. JURISDICTION AND VENUE

This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Del Norte, unless transferred by court order pursuant to Code of Civil Procedure 394 and 395.

18. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, and internet). In addition, CHURCH shall inform COUNTY of any request for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Emergency Services Manager or his or her designee.

In witness whereof, the parties hereto have executed this Agreement on the dates hereinafter indicated.

COUNTY OF DEL NORTE

FIRST BAPTIST CHURCH CRESCENT CITY

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Del Norte  
State of California

\_\_\_\_\_  
Blake Inscore, Pastor

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel



# 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 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	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	

### Red Cross:

Chapter Name	Humboldt-Del Norte-Trinity
Chapter Address	3101 Concorde Dr. Ste H McKinleyville, CA 95519
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Andrew Bogar – Disaster Program Manager 707-273-8481
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.



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. 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.
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.
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.





# Facility Use Agreement

- 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. **Reimbursement:** Subject to the conditions in paragraph 9(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.
  - 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.



American  
Red Cross

# Facility Use Agreement

\_\_\_\_\_  
Owner (Legal Name)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
The American National Red Cross  
(Legal Name)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date