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**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**POLK COUNTY, TEXAS EMERGENCY MANAGEMENT**

**AND**

**THE GREATER HOUSTON AREA CHAPTER**

**OF THE AMERICAN RED CROSS**

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COPY

## I. PURPOSE

The purpose of the Memorandum of Understanding is to affirm a spirit of cooperation between **POLK COUNTY OFFICE OF EMERGENCY MANAGEMENT** and the **GREATER HOUSTON AREA CHAPTER** of the American Red Cross in order that both may continue to render maximum service in time of disaster. It also outlines the actions that each party is willing to undertake with respect to shelter and mass care operations as a basis for further planning and preparation by both parties.

Furthermore, this Memorandum of Understanding provides a mechanism for POLK COUNTY, TEXAS and the Greater Houston Area Chapter of the American Red Cross to explore wider areas of cooperation in serving members of our community and to exchange information in a variety of methods and disciplines.

NOTE: This Memorandum of Understanding is consistent with the national Statement of Understanding between the American National Red Cross and the State of TEXAS.

## II. DEFINITION OF DISASTER

A disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, volcanic eruption, drought, blizzard, pestilence, famine, explosion, building collapse, transportation accident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

## III. CONCEPT OF OPERATIONS

Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities.

## IV. AUTHORITY OF THE AMERICAN RED CROSS

In providing disaster relief, the American Red Cross has both a legal and moral mandate that it has neither the authority nor the right to surrender. The Red Cross has both the power and the duty to act in disaster, and our prompt action is clearly expected and supported by the public.

The Red Cross authority to perform disaster services was formalized when the organization was chartered by the Congress of the United States in 1905. Among other provisions, this charter charged the Red Cross -

*to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same.*

*- U.S. Congress, act of January 5, 1905, as amended, 36 U.S.C.*

The authority of the American Red Cross to provide disaster services was reaffirmed by federal law in the 1974 Disaster Relief Act (Public Law 93-288) and in 1988 in the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

## V. ORGANIZATION OF THE AMERICAN RED CROSS

The national headquarters of the American Red Cross is located in Washington, D.C. National Headquarters is responsible for implementing policies and regulations that govern American Red Cross activities, and for giving administrative and technical supervision and guidance to the chartered units.

The Greater Houston Area Chapter consists of 16 Counties, is the local unit of the American Red Cross, and is responsible for all local Red Cross activities within its jurisdiction, subject to corporate regulations.

The Greater Houston Area Chapter is responsible for providing disaster planning, preparedness, education, mitigation, and response.

The Greater Houston Area Chapter disaster staff studies the disaster hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. The chapter disaster staff also formulates cooperative plans and procedures with local government agencies and private organizations for carrying on relief operations should a disaster occur. Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. Services will be provided to those in need regardless of citizenship, race, religion, age, sex, or political affiliation.

## VI. METHODS OF COOPERATION

So that the resources of the Greater Houston Area Chapter of the American Red Cross and POLK COUNTY, TEXAS may be coordinated and used to the fullest advantage in rendering disaster relief, both organizations have agreed to the following:

1. Close liaison will continue between the Red Cross and POLK COUNTY, TEXAS by conference call, FAX, and other means. Each organization will share current information regarding disasters, declarations, and changes in legislation.
2. Each organization will explore joint training courses, exercises, and other cooperative efforts, such as disaster planning and preparedness training, as well as providing disaster relief services.
3. The two organizations agree that any mutual expenses incurred as a result of cooperation or collaboration under this Memorandum of Understanding will be apportioned as agreed to in writing by both parties prior to incurring such expenses.

Other potential methods of cooperation might include:

Each party to this agreement will include representative of the other in its committees and task forces formed to mitigate, prepare for, respond to and recover from the disasters or other emergencies which occur in POLK COUNTY, TEXAS.

POLK COUNTY, TEXAS and the American Red Cross will advocate programs and legislation which mitigate disaster damage and loss of life.

POLK COUNTY, TEXAS and the American Red Cross will make available to the other training, educational, or other developmental opportunities for their respective personnel.

POLK COUNTY, TEXAS and the American Red Cross may allow the other to utilize each others facilities, if agreed upon in writing, for the purpose of preparedness training, meetings, and response and recovery activities, as available.

POLK COUNTY, TEXAS and the American Red Cross agree to keep each other informed of disaster and emergency situations that they become aware of, the human needs created by the event, and the actions they have taken regarding service delivery to clients. This requires providing 24 hour contact information to each other.

In the discharge of their responsibilities, POLK COUNTY, TEXAS and the American Red Cross recognize the responsibilities of the other in disasters and to the extent possible will coordinate their activities and assist the other in the performance of their duties to ensure effective assistance to those affected by disaster.

During disasters, the American Red Cross will operate appropriate shelter facilities and arrange for mass feeding and other appropriate support. In doing so, the Red Cross will pay related cost only when such activities are under the administrative control of and authorized by the American Red Cross, or when prior written agreements have been made between Red Cross and another organization to provide emergency services on behalf of the Red Cross.

The following is a list of possible services that the American Red Cross will use its best efforts to provide for disaster victims:

- Activate and operate temporary shelters and register people using those shelters.
- Activate and operate mass feeding facilities at fixed site.
- Activate and operate a mobile feeding facility.
- Provide financial assistance based on Red Cross national guidelines for providing such assistance.
- Provide crisis counseling.
- Participate in pre-disaster shelter and mass care planning with the County.
- During emergency operations, provide periodic reports on its shelter and mass care activities to the Emergency Operating Center staff.

The following is a list of possible services that POLK COUNTY, TEXAS will use its best efforts to:

- Where possible, provide advance warning of the possible need for shelter and mass care operations.
- Provide security for shelter and mass care facilities.
- Provide fire inspections for shelter and mass care facilities.
- Provide traffic control in the vicinity of shelter and mass care facilities.
- Provide information to disaster victims through the media on what they should bring and should not bring to shelter and mass care facilities.
- Provide or arrange transportation for shelter and mass care equipment and supplies that cannot be transported by the Red Cross
- Coordinate with state and federal agencies to obtain supplementary food supplies, if required.
- To the extent possible, ensure utilities are operable at shelter and mass care facilities.
- Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants.
- Invite the Red Cross to participate in periodic emergency exercises to test plans, procedures, and coordination.

Responsibility for coordinating the services of other voluntary agencies or groups during and after a major disaster will be undertaken by the American Red Cross with the consent of such agencies or groups.

The American Red Cross agrees that, in an emergency, at the request of POLK COUNTY, TEXAS, Red Cross liaison personnel will be provided at the Emergency Operations Center.

POLK COUNTY, TEXAS agrees to provide space and other required support for the American Red Cross liaison personnel assigned to the Emergency Operations Center.

Recognizing the need for advising the public of the work of both organizations, POLK COUNTY, TEXAS and the American Red Cross will make every effort through their public information offices during the time of a disaster to keep the public informed of their cooperative efforts.

POLK COUNTY, TEXAS recognizes that the American Red Cross is dependent primarily upon voluntary public financial support to carry out its programs. POLK COUNTY, TEXAS will be sympathetic with the position of the American Red Cross in conducting special appeals and campaigns for funds during times of disaster, and will help interpret the need for such to its citizens.

**VII. PERIODIC REVIEW**

The Greater Houston Area Chapter and POLK COUNTY, TEXAS representatives will meet periodically after implementation of this Memorandum of Understanding to review, revise, and develop new plans as appropriate.

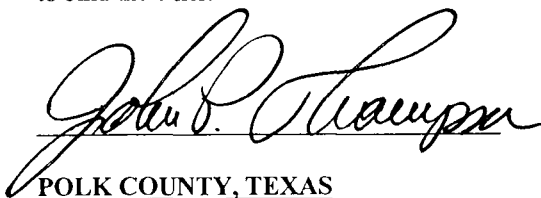
**VIII. TERM OF AGREEMENT**

This Statement of Understanding shall be effective on SEPTEMBER 4, 2007 and terminate on SEPTEMBER 4, 2012. Six months prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it shall be extended for an additional five years. In no event shall any extension of this MOU be for a period exceeding five years.

It is understood by both parties that at any time this Statement of Understanding may be terminated by written notification from either party to the other.

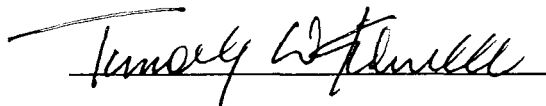
**IX. MISCELLANEOUS**

This Memorandum of Understanding does not create a partnership or a joint venture, and neither party has the authority to bind the other.

  
POLK COUNTY, TEXAS

Title:

10/9/07  
Date



GREATER HOUSTON AREA CHAPTER  
Sr. Director, Emergency Services

9/4/07  
Date