

Memorandum of Understanding

between

The American Red Cross

and

*Polk County, Texas
Office of Emergency Management*



American Red Cross

I. Purpose

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American Red Cross and Polk County Office of Emergency Management. This MOU provides a broad framework for cooperation between the Red Cross and the Polk County Office of Emergency to provide assistance to the citizens of Polk County in the event of a disaster.

II. Independence of Operations

Each party to this MOU will maintain its own identity, establish its own policies, and finance its own activities.

III. Organization Descriptions

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

On a local level, the Red Cross responds to all kinds of disasters, whether or not they are the subject of a presidential declaration. The disasters to which the Red Cross responds include any threatening event of such destructive magnitude and force as to dislocate people, separate family members, damage or destroy homes, or injure or kill people. A disaster produces a range and level of immediate suffering and basic human needs that cannot be promptly or adequately addressed by the affected people and impedes them from initiating and proceeding with their recovery efforts.

Some disasters are natural disasters, such as floods, tornados, hurricanes, typhoons, winter storms, tsunamis, hail storms, thunderstorms, wildfires, windstorms, epidemics, and earthquakes. Human-caused disasters, which may be intentional or unintentional, include residential fires, building collapses, transportation accidents, hazardous materials releases, explosions, and domestic acts of terrorism. All of these are within the Red Cross mission.

IV. Organization of the American Red Cross

The national headquarters of the Red Cross is located in Washington, D.C. National headquarters is responsible for implementing policies and procedures that govern Red Cross activities and providing administrative and technical supervision and guidance to the chartered units, which include chapters and blood services regions. Each chapter has certain authority and responsibility for carrying out Red Cross disaster preparedness and response activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each chapter is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for

disaster relief. The chapter also formulates cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur. In carrying out their disaster preparedness and response activities, each Community Chapter coordinates with their Regional Chapter for assistance and support. The Regional Chapter coordinates their regional response with the American Red Cross Disaster Operations Center in Washington D.C. which provides immediate technical and logistical support to chapters.

Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. Services are provided to those in need regardless of citizenship, race, religion, age, sex, disability or political affiliation. In providing disaster services, the Red Cross follows the Fundamental Principles of the International Red Cross and Red Crescent Movement.

V. Methods of Cooperation

The Polk County Office of Emergency Management and the American Red Cross have identified the following methods of cooperation

1. Communication between organizations

Representatives of the Office of Emergency Management and the American Red Cross will maintain open communication. Both parties will encourage their respective organizations to maintain open communication at the state and local levels. The parties will share information (except for client information which may be confidential or privileged, unless disclosure has been expressly authorized by the client), relevant reports and contact information for key personnel. *See Attachment A: Organization Contact Information.*

2. Engagement at the Local Level:

- a. Both organizations will encourage their affiliates to collaborate and develop plans for partnership activities.
 - The American Red Cross office is located 322 Spring Hill Drive Spring, TX 77386.
 - The Polk County Office of Emergency Management is located at 602 E Church St., Ste. 165, Livingston, TX 77351.

3. The American Red Cross serving Polk County via the Sound the Alarm Campaign.

- a. Smoke Alarm Installations.
 - The American Red Cross will within the best of their abilities provide smoke alarms free of charge to install in the homes of the Citizens of Polk County when there are no alarms in the home, the alarms are past their expiration date, or in insufficient quantity to meet standards.
- b. The American Red Cross will provide assistance to those people who have been affected by residential fires.
 - When notified the American Red Cross will respond to residential house fires where the resident is requesting assistance. The American Red Cross will dispatch a team after making contact with the resident to ensure that

they want assistance and are available. Under normal circumstances the American Red Cross will make contact with the fire victims within 2 hours of receiving the call of the fire.

- Fire Departments will upon arriving at the residential fire and determining that the fire victims want Red Cross Assistance call the Red Cross Dispatch number which is Toll Free 866-526-8300. This can be done by dispatch or an officer at the scene. Information requested will be the name of the victim, and address, a phone number, and the number of the occupants (Adult and Children). If the fire is an apartment fire then the name of the apartments, the address, and the number of units involved.
- The American Red Cross will initially offer some financial assistance as well as some temporary housing assistance if needed. The client will be asked for some specific information to improve the communication with the American Red Cross and to help with referrals. They will be asked such things as names, dates of birth, if medications were lost in the fire, if there was any injury, and for a brief narrative. If the client has lost medication, the American Red Cross will make efforts through their medical staff have medication replaced. If requested, the victim will be referred to the Spiritual Care or Mental Health units of the American Red Cross
- American Red Cross will then be in contact with the fire victim for about the next 30 days to provide additional assistance with working through the victim's disaster and through referrals.

VI. American Red Cross Disaster Relief Assistance

Red Cross emergency assistance is designed to minimize the immediate suffering caused by a disaster by providing food, clothing, shelter, first aid, and other assistance to address basic human needs. Red Cross emergency assistance may be provided either as mass care, individual assistance, or a combination of the two, depending on the victims' needs. Mass care is provided through any combination of three integrated elements: 1) individual or congregate temporary public shelters; (2) fixed or mobile feeding operations, and (3) distribution of relief supplies. Individual assistance is provided to individuals and families through the purchase of needed items and/or services or referrals to other agencies and organizations that offer assistance to disaster victims at no charge. The Red Cross also processes welfare information requests. In addition to emergency assistance, the Red Cross participates in community recovery programs after major disasters.

Red Cross disaster response activities vary depending upon the nature and scope of the required response, as follows:

Mass Casualty Incidents: Mass casualty incidents are usually the result of transportation accidents, fires in high-occupancy structures, industrial accidents or similar disasters. In mass casualty disasters, the Red Cross closely coordinates with the authorities at the scene (including firefighters, police, and government agencies) and representatives of the owner/operator. Depending on the nature and scope of the disaster, the needs of the victims and workers, and the response of the owner/operator, the Red Cross may engage in a

number of activities to assist victims, survivors, families of victims or survivors, emergency workers or others. These services include but are not limited to shelter, food, basic first aid, and mental health services.

Aviation Disasters: The Red Cross has a special role in major aviation disasters. Under the provisions of the Aviation Disaster Family Assistance Act of 1996 (P.L. 104-264), airlines, the National Transportation Safety Board (NTSB), and a “designated independent nonprofit organization” were given specific responsibilities with regard to coordinating the emotional care and support of the families of passengers involved in aviation disasters. The NTSB, as part of its Federal Family Assistance Plan for Aviation Disasters, has designated the Red Cross as the organization responsible for Family Care and Mental Health. The Red Cross has accepted this role and has specially trained staff on call on its ‘Critical response Team’ (CRT) who initiate support within hours of a request from the NTSB for services.

Hazardous Material Situations: When an actual or potential hazardous material situation results in an evacuation, the Red Cross provides emergency mass care until families can return home. If public authorities deem it necessary for families to relocate permanently, the Red Cross works with other community organizations to provide temporary mass care or casework assistance.

The American Red Cross does not provide disaster assistance where government officials or agencies require building evacuation as a result of chronic deferred maintenance, code violations, radon contamination or fire hazards.

Nuclear Facility or Transportation Accidents: In the event of an evacuation due to a nuclear power plant accident or transportation accident involving radioactive materials, the Red Cross provides mass care services for the evacuees and emergency workers. The Red Cross coordinates with public health authorities with respect to health concerns and the possible need for decontamination, but the Red Cross does not engage in decontamination activities. If the Red Cross is operating evacuation shelters, evacuees and workers must undergo any necessary decontamination before they are admitted to the shelter.

Civil Disorder: Situations involving civil disorder — such as riots or hostage incidents are not within the usual scope of the Red Cross’s disaster relief activities. Nevertheless, when basic human needs are not being met as a result of civil disorder, the Red Cross may participate in community actions to supplement the efforts of civil authorities by providing mass care and other services upon request of appropriate government authorities if Red Cross resources are available. The Red Cross will provide services only in a safe and secure area.

Catastrophic Incident: A catastrophic incident, as defined by the National Response Framework, is any natural or manmade incident, including terrorism that results in extraordinary levels of mass casualties, damage or disruption, and severely affects the population, infrastructure, environment, economy, national morale, and/or government functions. A catastrophic incident results in sustained national effects over a prolonged

period. In a catastrophic incident, the Red Cross will work closely with appropriate state and local government and non-government partners to provide mass care, including shelter, feeding, first aid, and other assistance to address basic human needs in a safe environment.

Repatriation of U.S. Citizens and Dependents: During the emergency repatriation of U.S. citizens and dependents evacuated from foreign countries during emergencies, the Red Cross will, at designated ports of entry, cooperate with federal, state, local and voluntary agencies involved with their reception, temporary care and onward transportation, to provide shelter, feeding and basic first aid among other services.

Other Events or Situations: In the event of other unforeseen events or situations in which human suffering is involved, the Red Cross will coordinate with appropriate government and non-government partners to provide mass care, including shelter, feeding, first aid, and other assistance to address basic human needs, as resources are available to assist.

VII. Role of Polk County in Disaster Response Activities

1. Provide guidance and direction for the emergency management program.
2. Take actions to equip and train local emergency responders and officials and to provide appropriate emergency facilities.
3. Declare a local disaster when appropriate. After such declaration, issue orders or proclamations invoking specific emergency powers of those granted the Governor in the Texas Disaster Act on an appropriate local scale to respond to and recover from the disaster.
4. Direct the local response to emergency situations using local resources, resources from other jurisdictions covered by mutual aid agreements, and any other on-call emergency resources that the local government may have contracted for.
5. Request external assistance if local resources are inadequate or inappropriate to deal with the emergency situation. The county should be the first source of external assistance for a city. Requests for state assistance should be made by the county judge to the local Disaster District Committee.
6. During emergencies, keep the public and the local Disaster District Committee informed of the situation.
7. Oversee recovery programs and related hazard mitigation programs after a disaster.
8. Encourage mutual participation and coordination of services to the community, which may include the integration of staff from multiple volunteer organizations such as the Red Cross, the Medical Reserve Corps, Community Emergency Response Teams (CERT), or other disaster volunteer groups.

VII. Cooperative Actions

So that the resources of the Greater Houston Area Chapter of the American Red Cross and Polk County 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 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 relief services.
3. The two organizations agree that any mutual expenses incurred as a result of cooperation or collaboration under this Statement 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 disaster or other emergencies which occur within Polk County.

Polk County Office of Emergency Management and the American Red Cross will advocate programs and legislation which mitigate disaster damage and loss of life.

Polk County Office of Emergency Management and the American Red Cross will make availability to the other training, educational, or other developmental opportunities for their respective personnel.

Polk County Office of Emergency Management and the American Red Cross may allow the other to utilize each other's facilities, if agreed upon in writing, for the purpose of preparedness training, meetings, and response and recovery activities, as available.

Polk County Office of Emergency Management and the American Red Cross agree to keep each other informed of disaster and emergency situations that they become aware of them, 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 Office of Emergency Management and the American Red Cross recognize the responsibilities of the other in disaster 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.

The American Red Cross agrees that, in an emergency, at the request of Polk County Office of Emergency Management, Red Cross liaison personnel will be provided at the Emergency Operations Center.

Polk County Office of Emergency Management 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 Office of Emergency Management and the American Red Cross will make every effort through their public information officers during the time of a disaster to keep the public informed of their cooperative efforts.

Polk County recognizes that the American Red Cross is dependent primarily upon voluntary public financial support to carry out its programs. Polk County Office of Emergency Management 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.

VIII. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

IX. Term and Termination.

This MOU is effective as of the date of execution and shall continue for a period of five years. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so, shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any reason or for no reason.

Signatures

Texas Gulf Coast Region
American Red Cross

Polk County Office of Emergency
Management

By: Matthew C. Brown
Signature

By: [Signature]
Signature

Name: Matthew Brown
Print Name

Name: Sydney Murphy
Print Name

Title: Senior Disaster Program Manager
Print Title

Title: Polk County Judge
Print Title

Date: 10/29/19

Date: 10/22/19

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ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated, and the other organization informed of the change.

NOTE: When any attachment is updated, the revised attachment is inserted in the MOU. The MOU *does not* need to be signed again.

Relationship Manager Contact*

Sam Houston Territory of American Red Cross		Polk County Office of Emergency Management	
Contact	Ebony Fowler	Contact	Courtney Comstock
Title	Disaster Program Manager	Title	Emergency Management Coordinator
Office phone		Office phone	936-327-6826
Mobile	346-266-9819	Mobile	936-328-4905
e-mail	Ebony.Fowler@Redcross.org	e-mail	Courtney.Comstock@co.polk.tx.us

*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.
Or

Texas Gulf Coast Region of American Red Cross		Polk County Office of Emergency Management	
Contact	Matthew Brown	Contact	Courtney Comstock
Title	Senior Disaster Program Manager	Title	Emergency Management Coordinator
Office phone		Office phone	936-327-6826
Mobile	903-216-6786	Mobile	936-328-4905
e-mail	Matthew.Brown@Redcross.org	e-mail	Courtney.Comstock@co.polk.tx.us

**~~The Operations Contact is the person each organization will call to initiate operations~~ activities as defined in the MOU.

ATTACHMENT B

Principles of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Response Programs

Principle Commitments:

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at <http://www.ifrc.org/en/publications-and-reports/code-of-conduct>

The Code Register

The International Federation keeps a public record of all the humanitarian organizations that become signatories of the code. The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the registrar

