

MEMORANDUM OF UNDERSTANDING

COUNTY OF ORANGE

AND

AMERICAN RED CROSS

FOR MASS CARE AND SHELTER



American Red Cross
Orange County

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and the County of Orange (hereinafter "County"), its lead agency Emergency Management Division, and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the County in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the County to the community and other agencies.

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

A. County of Orange

The County is authorized to provide for the organization, mobilization, coordination and direction of disaster response services, both public and private, during a disaster. Such authority is granted by the California Emergency Services Act, State of California Emergency Plan, State of California Master Mutual Aid Plan, Orange County Emergency Ordinance, County of Orange Emergency Plan, Orange County Operational Area Emergency Plan, Orange County Operational Area Agreement, Orange County Mass Care and Shelter Annex, the Federal Disaster Relief Act, and the California Health and Safety Code, section 1797.200, et. seq.

The County may by contract, or otherwise, accept and utilize the services and facilities of the Red Cross, and may distribute through the Red Cross medicines, food, and other consumable supplies of emergency assistance.

The Red Cross coordinates its overall disaster program through public safety and emergency service efforts. Disaster services are coordinated with local authorities, including the Orange County Sheriff's Department Emergency Management Division.

B. American Red Cross

1. Services to help people prepare for, respond to, and recover from disasters

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.

By congressional charter dated January 5, 1905 (Title 36 of the United States Code, Section 3001) and subsequent statutes (Public Law 93-288), nationwide, the Red Cross has been designated the lead agency through which the American people voluntarily extend assistance to individuals and families in need as a result of disaster. The Red Cross does not have the power to surrender the mandate created by its charter. The legal status of the Red Cross as a unique instrumentality has been confirmed by a unanimous decision of the U.S. Supreme Court in Department of Employment v. United States, 385 U.S. 355 (1966). The Red Cross mitigates suffering by meeting the urgent needs of victims and emergency workers in advance of a potential disaster or immediately after a disaster strikes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101- 300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- Assessing community hazards, priority risks, needs and assets
- Engaging the community in preparedness
- Enabling individuals and families and organizations to take preparedness actions
- Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide
- Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster
- Reinforcing preparedness for people and organizations who have taken preparedness actions

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Disaster response services most commonly include:

- Home Fire Response Services
- Sheltering
- Feeding
- Health Services
- Mental Health Services
- Spiritual Care Services
- Reunification
- Distribution of Emergency Relief Supplies
- Information and Referrals

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- Community Recovery Strategy Development
- Casework/Recovery Planning
- Direct Client Assistance
- Community Preparedness & Resiliency Building

For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.

2. Services Related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red

Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs - including ESF-8 and ESF-15 in the NRF.

3. Services Related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters in Washington D.C. is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 50 regions in six divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region 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. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

IV. Methods of Cooperation

The County and the Red Cross have identified the following methods of cooperation.

1. Communication between organizations

Representatives of County and the 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

Both organizations will encourage their affiliates to collaborate and develop plans for partnership activities.

The Red Cross recognizes the authority assigned to city mayors and local county officials and will share operating plans, priorities and objectives with the delegated emergency management staff of the local jurisdiction.

The County recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and the Red Cross.

The County recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

3. The Red Cross and the County will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

A. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the County.

B. Coordinate mutual activation of no-notice events through the established 24-hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.

C. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.

D. During a disaster or emergency situation, the Red Cross will, at the request of the County, provide liaison personnel to the County Emergency Operations Center. The County will provide facility access and identification, workspace, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.

E. The County will support the Red Cross in the use of the National Shelter System

(NSS) and the Red Cross will coordinate shelter information sharing and reporting with the County.

- F. The County will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
- G. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations and service delivery plans.
- H. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
- I. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
- J. Both parties will ensure, to the fullest extent possible, that disaster operations within the County will be as accessible as possible to people with disabilities or others with access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
- K. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the County and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the County.
- L. The County recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, the County will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.
- M. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.

- N. The Red Cross will support the County in integrating the efforts of the non-governmental organizations (NGOs) and Collaborative Organizations Active in Disaster (COAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
- O. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.
- P. Widely distribute this MOU within the Red Cross and the County departments and administrative offices and urge full cooperation.
- Q. The Red Cross will coordinate communication with neighboring Red Cross Chapters impacted by disasters. Information shared will include:
 - a. Current shelter resident numbers.
 - b. The potential need for County support.
 - c. The need for mutual aid.
- R. The Red Cross will track shelter residents/clients back into alternate facilities or back into the community.
- S. The County will establish a Local Assistance Center to support the needs of affected community members
- T. The Red Cross and the County will assist in the coordination of transportation of shelter residents/clients to and from Local Assistance Centers as needed.
- U. The Red Cross and the County will assist in the coordination of housing for displaced shelter residents/clients.

V. General

- A. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so.
- B. Both parties will keep the public informed of their cooperative efforts.
- C. Both parties will widely distribute this partnership agreement within their respective organizations and urge full cooperation.
- D. Both parties will allocate responsibility for any shared expenses in writing in

advance of any commitment.

- E. The County agrees to adhere to *the Principles of Conduct for the International Red Cross and Red Crescent Movement and NGO's in Disaster Response Programs (Attachment B)* when engaging in any cooperative disaster response activities with the Red Cross.

VI. Periodic Review and Analysis

Representatives of the Red Cross and the County will jointly evaluate their progress in implementing this MOU annually on or around the anniversary date of this MOU, and revise and develop new plans or goals as appropriate. Both parties should notify the other if primary points of contact change.

VII. Term and Termination

This MOU is effective as of the date of the last signature below and expires five years from the last signature date. The parties may extend this MOU for additional periods not exceeding five years each time, and if so should confirm this in writing. This MOU may be terminated at any time upon written notice from either party to the other.

VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

IX. Signatures

**The American Red
Cross**

County of Orange

By: _____
Signature

By: _____
Signature

Name: Sean Mahoney

Print Name

Name: _____
Print Name

Title: Regional Chief
Executive Officer

Print Title

Title: _____
Print Title

Date:

Date:

APPROVED AS TO FORM
COUNTY COUNSEL

By Wendy J. Phillips
Wendy J. Phillips, Senior Deputy

Dated: July 21, 2021

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*

American Red Cross of Southern California		Orange County Sheriff Emergency Management Division	
Contact	Debbie Leahy	Contact	Michelle Anderson
Title	Regional Disaster Officer	Title	Director
Office phone	(714) 788-0263	Office phone	(714) 628-7158
Mobile	(714) 788-0263	Mobile	(714) 715-1316
e-mail	Debbie.Leahy@redcross.org	e-mail	manderson@ocsheriff.gov

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

Operations Contact**

American Red Cross of Orange County		Orange County Sheriff Emergency Management Division	
Contact	Monica Ruzich	Contact	Michelle Anderson
Title	Disaster Program Manager	Title	Director
Office phone	(714) 481-5329	Office phone	(714) 628-7158
Mobile	(714) 673-7423	Mobile	(714) 715-1316
e-mail	Monica.Ruzich@redcross.org	e-mail	manderson@ocsheriff.gov

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

Organization Information

American Red Cross of Orange County		County of Orange	
Department	Disaster Cycle Services	Department	Sheriff's Department
Address	600 Parkcenter Drive, Santa Ana CA 92705	Address	2644 Santiago Canyon Road, Silverado, CA 92676
Main Phone	(714) 481-5300	Main Phone	714-628-7054
Website	Redcross.org/oc	Website	www.ocsheriff.gov

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 registration form.

ATTACHMENT C**Compliance with Health Insurance Portability Act of
1996**

The County of Orange acknowledges the existence of the Health Insurance Portability Act (HIPAA) of 1996 and its' implementing regulations. The County as a provider of services has obligations with respect to the confidentiality, privacy, and security of patients' medical information and must take certain steps to preserve the confidentiality of this information both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information and the use of appropriate consents and authorizations specified under HIPAA. The County acknowledges its obligations under HIPAA.