

Memorandum of Understanding

Between

The American Red Cross

and

The City of Fresno

MOU Between the American Red Cross and the City of Fresno

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American National Red Cross (hereinafter "Red Cross") and The City of Fresno 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 City of Fresno 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 City of Fresno to the community and other agencies.

II. Parties

A. City of Fresno

California Government Code Chapter §8585.5– Authorizes the Office of Emergency Services to adopt standards and requirements for local and inter-jurisdictional emergency management plans.

Pursuant to the powers granted by the Fresno Municipal Code Section 2-500 et. al; the purpose is to implement and complement the California Emergency Services Act (Chapter 7, Division 1, Title 2 of the Government Code, Section 8550, et seq.), and shall be liberally construed to affect the purposes thereof. In addition, the Fresno Municipal Code Article 27, Section 15-2729 provides for the standards and requirements for Emergency Shelters in the City of Fresno.

B. American Red Cross

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

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

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

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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 asset;*
- *Engaging the community in preparedness (e.g., Home Fire Campaign);*
- *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. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & 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*

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**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, located 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 62 regions in seven 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.

III. Cooperative Actions

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

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

The City of Fresno recognizes the Red Cross as having mass care responsibility in

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domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

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

1. 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 City of Fresno.
2. 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.
3. 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.
4. The City of Fresno 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 separate Facility Use Agreements.
5. 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.
6. 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.
7. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
8. Both parties will ensure, to the fullest extent possible, that disaster operations within the City of Fresno will be as accessible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
9. 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 City of Fresno and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the City of Fresno.
10. The City of Fresno recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, the City of Fresno will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests.

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Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.

11. 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.
12. 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.
13. Widely distribute this MOU within the Red Cross and the City of Fresno and administrative offices and urge full cooperation.

IV. 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, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

V. Term and Termination.

This MOU is effective for a three year term from December 1, 2022 through November 30, 2025. 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 two 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 or no reason.

VI. Indemnification

CITY shall indemnify, hold harmless and defend Red Cross and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Red Cross, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

Red Cross shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines,

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penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, Red Cross or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Red Cross or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

Red Cross agrees that this Agreement shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California.

In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents or volunteers, and Red Cross or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

VII. Miscellaneous

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. Except for the binding provisions set forth in Section VI above; it is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

VIII. Entire Agreement

This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral.

SIGNATURE PAGE FOLLOWS.

MOU Between the American Red Cross and the City of Fresno

CITY OF FRESNO,
A California municipal corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

RINA M. GONZALES

Interim City Attorney

By: Angela M Karst 11/21/2022

Angela M. Karst Date
Deputy City Attorney

THE AMERICAN NATIONAL RED
CROSS,
A non-profit corporation

By: Kaytlin Crough

Name: Kaytlin Crough

Title: Senior Disaster Program Manager
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date

Deputy

Addresses:

CITY:
City of Fresno
Attention: Aaron A. Aguirre
Title: PARCS Director
Street Address: 1515 E. Divisadero Street
Fresno, CA 93721
Phone: (559) 621-7529
E-mail: PARCSContracts@Fresno.gov

THE AMERICAN RED CROSS:
American Red Cross Central Valley
Region
Attention: Kaytlin Crough
Title: Senior Disaster Program Manager
Street Address: 1300 W. Shaw Ave, Suite
4B
Fresno, CA 93711
Phone: 559-499-8352
E-mail: kaytlin.crough@redcross.org

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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 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*

Red Cross		City of Fresno	
Contact	Kaytlin Crough	Contact	Shelby MacNab
Title	Senior Disaster Program Manager	Title	Business Manager
Office phone	559-499-8352	Office phone	559-621-2957
Mobile	559-499-8352	Mobile	559-240-2041
e-mail	kaytlin.crough@redcross.org	e-mail	shelby.MacNab@fresno.gov

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

Operations Contact**

Red Cross		City of Fresno	
Contact	Kaytlin Crough	Contact	Aaron A. Aguirre
Title	Senior Disaster Program Manager	Title	PARCS Director
Office phone	559-499-8352	Office phone	559-621-2919
Mobile	559-499-8352	Mobile	559-908-7197
e-mail	kaytlin.crough@redcross.org	e-mail	Aaron.Aguirre@fresno.gov

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