



Travis County Commissioners Court Agenda Request

Meeting Date: November 4, 2014

Prepared By/Phone Number: Pete Baldwin/512-974-0472

Elected/Appointed Official/Dept. Head: Danny Hobby/Executive Manager Emergency Services

Commissioners Court Sponsor: Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on the Memorandum of Understanding between The American Red Cross and Travis County

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The previous Memorandum of Understanding (MOU) between The American Red Cross (ARC) and Travis County has expired. This MOU is identical to the previous one and re-establishes the working relationship between ARC and Travis County. The Office of Emergency Management works in close coordination with ARC during disasters to ensure that sheltering, housing assistance and basic services are provided to Travis County residents who have been affected by a disaster. The ARC is also a major component of the Capital Area Shelter Hub Plan. This MOU addresses the Cooperative Actions between ARC and Travis County which include items such as planning endeavors, Emergency Operations Center representation and other efforts to mitigate, prepare for and respond to disasters. The MOU has been reviewed by the County Attorney's Office.

STAFF RECOMMENDATIONS: The Department of Emergency Services recommends the approval of the MOU between the American Red Cross and Travis County.

ISSUES AND OPPORTUNITIES: The Travis County Office of Emergency Management (OEM) has worked with ARC for the past twenty years to provide disaster related services. ARC is an important and valuable part of OEM's planning and response capabilities.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

FISCAL IMPACT AND SOURCE OF FUNDING: There is no fiscal impact to Travis County for approving the MOU. The MOU specifically states “this MOU does not create any financial commitments from one party to the other”.

REQUIRED AUTHORIZATIONS:

Danny Hobby, Executive Manager Emergency Services
Jennifer Kraber, County Attorney’s Office

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Memorandum of Understanding

Between

The American Red Cross

And

Travis County

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross of Central Texas (hereinafter "Red Cross") and Travis County, its agencies, and municipalities, in preparing for and responding to disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Travis County in assisting individuals and families who have been impacted by disaster and providing other humanitarian services.

II. Parties

A. Travis County

Travis County Office of Emergency Management is responsible for directing and coordinating responses for disasters, emergencies, and threat assessment of terrorism including bioterrorism. Building coalitions with local law enforcement, fire departments, government entities and appropriate public or private organizations necessary to develop, implement and respond to security and emergency concerns. This office is also responsible in developing and managing State and Federal grant funding for emergency management, homeland security and bioterrorism programs.

B. American Red Cross

1. Services for people affected by disasters

Founded in 1881, the American Red Cross is the nation's premier emergency response organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the American Red Cross is the community-based organization that mobilizes people to aid victims of disasters with the aim of preventing and relieving suffering. The Red Cross provides disaster 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 response efforts, including the efforts of federal, state and local government and non-government organizations. Our goal is to work with all partners to lead a well-integrated, effective and efficient response to every disaster.

The Red Cross provides disaster 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."

Following a disaster, whether natural or human-made, the Red Cross will provide some or all of

the following services:

Food, Shelter and Emergency Supplies

During a disaster, our first priority is to ensure that people have a safe place to stay, food, and emergency supplies. Red Cross works with government and community partners to open shelters where residents will find comfort with a hot meal, recovery information, and a place to rest. For emergency workers and people returning to their homes, the Red Cross mobilizes emergency response vehicles from which disaster workers distribute food, water, and essential clean-up items that might not be immediately available in the community

Welfare Information

Disasters often disrupt regular communication channels and can separate families. Through the Red Cross' nationwide network of chapters, family members may request welfare information regarding their loved ones. The Red Cross "Safe and Well" Web site enables people within a disaster area to let their families and friends outside of the affected region know that they are all right. Clients register on *Safe and Well* at www.redcross.org/safeandwell . During large-scale disasters, individuals without internet access can call 1-800-RED-CROSS to register.

Client Casework and Recovery Planning and Assistance

Red Cross provides individual client services through casework to people with disaster-related needs, with particular attention to those who have experienced significant damage or loss of their homes. This casework process helps the worker to assess the client's immediate needs, and connect the client with items, which may include and referrals to local resources and/or financial assistance to meet those needs. The caseworker also engages the client in a brief planning process which can help identify action steps for the client to follow in the first few days or weeks after a disaster. Red Cross caseworkers protect client confidentiality and work closely with other organizations and groups to ensure clients have access to all available resources.

Disaster Health and Mental Health Services

After an emergency, injuries can ensue, essential prescription medicines lost, and the shock and stress of sudden loss can overwhelm a person's normal coping skills. The Red Cross deploys licensed health and mental health professionals who are trained and equipped to provide assistance at the time of a disaster. Disaster health services professionals can provide emergency first aid and medical assessment, triage and replacement of emergency medications with item distribution, financial assistance or referrals to community partners. Disaster mental health professionals provide mental health assessments, crisis intervention and a sympathetic ear to those in need.

2. Services related to the National Response Framework

The American Red Cross is a co-lead for the mass care component of Emergency Support Function #6 of the National Response Framework. 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.

3. Organization

The American Red Cross is a single corporation, 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 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.

Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross may call on the Federal, state or local government for assistance when voluntary contributions are not sufficient to meet community needs.

III. Cooperative Actions

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

1. Maintain close coordination, liaison, 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. Develop joint Standard Operating Procedures for notification of disaster and emergency situations.
2. 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 statistical information, historical information, emerging needs and trends, damage assessments, among others, and disaster declarations, and service delivery.
3. During a disaster or emergency situation the Red Cross will, as appropriate at the request of Travis County, provide liaison personnel to the Travis County Emergency Operation Center (EOC) and any corresponding cities under the authority of Travis County. Travis County will provide work space 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 Centers.
4. Travis County will support the Red Cross in the use of the American Red Cross National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with Travis County.

Memorandum of Understanding Between Travis County and American Red Cross

5. Travis County will facilitate the Red Cross's use of county and state-owned facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
6. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.
7. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
8. During the time of disaster and readiness, keep the public informed of the parties' cooperative efforts through the public information offices of the Red Cross and Travis County.
9. Travis County recognizes that the Red Cross is dependent upon voluntary public financial donations and will encourage residents to support Red Cross disaster relief with financial contributions. In accordance with applicable laws and regulations, Travis County will support the Red Cross and work together, as appropriate, to acquire necessary resources and identify funding sources that increase Local Emergency Management and Red Cross capacity to respond to disasters and emergencies.
10. Advocate for programs and public policy/decisions, when appropriate, designed to mitigate disaster damage and loss of life in Travis County.
11. Encourage County/Countries residents to support the needs of hospital patients with blood donations when appropriate.
12. Actively seek to determine other areas, projects, and services within the Red Cross and Travis County where cooperation and support will be mutually beneficial with jointly defined goals and objectives.
13. Use or display the name, emblem, or trademarks of the American Red Cross or Travis County only in the case of defined projects and only with the prior express written consent of the other organization.
14. 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, exercises, and disaster response activities, as appropriate.
15. Explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within Travis County.
16. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
17. Widely distribute this MOU within the Red Cross' and Travis County departments and administrative offices and urge full cooperation.

18. The ARC will support Travis County in integrating the efforts of the non-governmental organizations (NGOs) that provide mass care services during response operations.
19. The ARC will assist in Travis County's response to emergencies and disasters with responsibilities in support of Emergency Support Function (ESF) 6, 8, etc.
20. The ARC will, as appropriate, and at the request of the Travis County Office of Emergency Management, assist in the mass care planning and response coordination with other non-governmental organizations (NGOs).
21. Jointly develop Standard Operating Procedures (SOPs) that standardize recurring tasks and responsibilities for each Emergency Support Function the ARC is identified in the Travis County Emergency Operations Plan or supporting Annexes as an assisting agency.
22. Jointly develop plans, protocols and procedures to maximize sharing and utilization of nursing staff at ARC shelters and other Travis County emergency sites.

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 22 October, 2014. It expires on 22 October, 2019. 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.

X. Miscellaneous

This MOU does not create a partnership 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. 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.

Signature page follows.

Memorandum of Understanding Between Travis County and American Red Cross

Travis County

The American Red Cross

By: _____
(Signature)

Name: Samuel T. Biscoe

Title: County Judge

Date _____

By: Marty McKellips
(Signature)

Name: Marty McKellips

Title: Regional Chief Executive Officer

Date: 10-27-2014

