

**STATEMENT OF AGREEMENT
BETWEEN THE
AMERICAN RED CROSS - NORTH TEXAS REGION
AND
THE COUNTY OF COLLIN**

I. Purpose

This statement defines methods of cooperation, communication and coordination between the American Red Cross – North Texas Region, and the County of Collin, relative to emergency/disaster planning, readiness and emergency/disaster operations herein referred to as “Disaster Services Program”. Upon signature execution, this statement should be attached to the County of Collins’ Emergency Operations Plan, Annex C Mass Care.

II. Responsibilities

1. The County of Collin: The County of Collin, (herein referred to as The County) will endeavor to protect the public and to preserve life and property through specific emergency/disaster preparedness activities and by conducting and coordinating actual emergency/disaster relief operations.

2. The American Red Cross: Through its Disaster Services Program, the American Red Cross, (herein referred to as Red Cross) maintains its capability to take immediate action to provide emergency assistance to any number of people affected by, and emergency workers involved in, all-hazards emergencies/disaster or the threat of disaster. Individuals and families who suffer from the effects of emergencies/disaster may have immediate disaster-caused needs and/or may lack sufficient resources to begin their recovery phase. In times of disaster, the needs of people can be identified by:
 - Emergency Assistance - those of such an urgent need that they must be met immediately.
 - Additional Assistance – those that can be met after appropriate planning has been undertaken by the family and the Red Cross.

In conducting its disaster relief services, the Red Cross represents all people and extends aid in an equitable and impartial manner.

All Red Cross disaster relief assistance is an outright grant made possible by voluntary donations of time and money from the American people.

Disaster victims are responsible for their own recovery, and Red Cross assistance is provided to facilitate and support disaster victims in their recovery.

Assistance is based upon addressing disaster-caused need according to the following criteria:

- Resumption of more normal living
- Verification of immediate need
- Identification
- Disaster-caused damage

The Red Cross disaster relief service is delivered in three phases (where applicable):

- Emergency Mass Care Response – The period where shelters are opened for evacuees, mass feeding is provided, damage assessments are conducted, and bulk distribution of relief supplies are provided for disaster victims.
- Emergency Assistance Response – The period when individuals and families received Red Cross assistance on an individual basis to address their disaster-caused emergency needs.
- Additional Assistance Response – When government assistance and other resources are not available to an individual or family, or when such assistance is not adequate to meet disaster-caused needs, the Red Cross may partner with other agencies to provide additional assistance on an individual case-work basis.

Assistance may include disaster relief funds made available through an American Red Cross Client Assistance Card (cash enabled debit card), and/or Disbursing Order (similar to Purchase Order) for food, clothing, temporary shelter, cooking and eating utensils, bedding supplies, cleaning supplies, linens, and other basic needs. In doing so, the Red Cross utilizes all available resources, including those of the family, if they can be used without causing undue hardship; the resources of federal, state, and local government, and private agencies' disaster relief capabilities, in addition to the resources of the Red Cross.

The Red Cross provides persons affected by emergencies the ability to register with the Red Cross Safe and Well Family inquiry system. Safe and Well provides a system for persons affected to self register and provide messages about their current status to family members. The web site is located at <https://safeandwell.communityos.org/cms/index.php>

The Red Cross refers families to available governmental resources and, if necessary, assists families in making application for such aid.

Whenever possible, Red Cross assistance is channeled through normal commercial establishments in the community in an effort to help restore the disrupted local economy.

All Red Cross help to the disaster victims is an outright grant. No repayment is required or requested. All Red Cross Disaster Relief supplies, bulk distribution items and other materials are provided at no charge.

III. Legal Authorities

1. The County conducts its emergency/disaster planning, preparedness and operations activities under these authorities:
 - A. Texas Disaster Act of 1975, 64th Legislature, Article 6889-7 Vernon's Texas Civil Statutes, now Chapter 418 of the Texas Government Code.
 - B. Robert T. Stafford Disaster Relief and Emergency Assistance Act, (as amended) 42 U.S.C. 5121.
 - C. Texas Government Code, Chapter 418 (Emergency Management) and Chapter 421 (The Homeland Security Act of 2003).
 - D. County Authority/Ordinance (if any):

2. The Red Cross conducts its Disaster Services activities under these authorities:

In providing disaster relief, the Red Cross has both a legal and a 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.

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 suffering 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.

Red Cross authority to provide disaster services was reaffirmed in 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.

The American National Red Cross is a nationwide network of more than 600 chapters and Blood Services regions dedicated to saving lives and helping people prevent, prepare for and respond to emergencies. Led by 1.2 million volunteers and 30,000 employees, the Red Cross annually mobilizes relief to families affected by more than 72,000 disasters, trains almost 12 million people in lifesaving skills and exchanges more than a million emergency messages for U.S. military service personnel and their families. The Red Cross is the largest supplier of blood and blood products to more than 3,000 hospitals across the nation and also assists victims of international disasters and conflicts at locations worldwide.

IV. Methods of Cooperation

1. Disaster Services Readiness.

- A. In order to assure continuity in disaster planning, disaster readiness, emergency response readiness, and any other Red Cross program or service, the Red Cross provides local chapter staff and/or volunteers as primary points of contact to local emergency management.
- B. The Red Cross and the County will share their written Emergency Operations/Response Plans.
- C. The County agrees to admit properly identified Red Cross personnel into the disaster impact area to provide Red Cross services.

2. Government Liaison

- A. During disaster operations, the County will provide space within its Emergency Operations Center for a Red Cross Government Liaison.
- B. The Red Cross will assign a Government Liaison to the County's Emergency Operations Center or other command post. Specifically, the Government Liaison will perform as the Red Cross single Point of Contact for the County with shift by shift emphasis on all aspects of Mass Care services for the County, and other applicable Red Cross activities during EOC Operations. Government Liaisons meet all basic NIMS training and are generally assigned to ICS Logistics Section or Operations Section depending upon the jurisdictions EOC ICS or other structure during EOC operations.

3. Emergency Mass Care

- A. Emergency Mass Care – This service involves the coordination of non-medical mass care services to include mass care congregate sheltering of persons displaced by an emergency, organizing of and delivery of feeding operations, providing emergency aid stations at designated Red Cross Service Delivery Sites, collecting and providing information on disaster affected persons to family members (Safe and Well Inquiry), and coordinating bulk distribution of emergency relief items.

The County and the Red Cross will cooperatively conduct and maintain an inventory of all buildings which could potentially serve as mass care shelters. Within municipal jurisdictions, County emergency management typically maintains lists of approved primary and secondary mass care shelter facilities that have been approved by Red Cross through its Shelter Agreement and Shelter Survey.

The Red Cross and Facility Owners will complete a Shelter Agreement for each approved shelter facility that will be used as Mass Care Shelters. This agreement specifically identifies the owner/operator of all privately owned or County owned facilities identified as available Red Cross shelter facilities. The agreement will also identify Facility Management and Shelter Management use responsibilities, utility costs responsibilities, and other aspects of facility usage. The Facility Owner and the Red Cross will also complete a Shelter Survey for each identified facility included in the Shelter Agreement (a physical site visit by a Red Cross representative to complete a survey document about each facility).

- B. When the need for mass care shelters occur, the County and the Red Cross cooperatively designate one or more mass care shelter facilities based upon anticipated need.
- C. The Red Cross will retain administrative and operational control of the mass care activities it provides. The Red Cross will assign a Shelter Manager to each Red Cross mass care shelter for this purpose and will assume responsibility for the cost of providing Red Cross shelter and feeding operations.

4. Disaster Damage Assessment

- A. The Red Cross and the County agree to exchange and share information related to residential, road and bridge, utilities affected and other disaster caused damage assessment information and to conduct assessments cooperatively to the extent possible.
- B. The County agrees to admit properly identified Red Cross personnel into the disaster impact areas for the purpose of conducting Red Cross disaster damage assessments.

5. Direct Assistance to Families

- A. The Red Cross provides direct assistance to disaster victims as defined in Section II Responsibilities, Paragraph 2 above. In carrying out any relief activities, the Red Cross will exercise administrative and financial control over its own operations.
- B. The County may assist the Red Cross in establishing disaster service centers (if Red Cross deems it necessary to open community disaster service centers during or after a disaster) by providing use of County owned facilities as available and requested.

6. Public Affairs in Disaster and Disaster Fund Raising

The Red Cross will endeavor to communicate to the public through normal mass media communication activities through our Public Affairs and Communications Officers. The Red Cross Public Affairs and Communications Officer will also endeavor to coordinate media messaging with the County Public Information Officer where available. Public communications is vital to the mission of the Red Cross as we depend upon the public for volunteerism, blood products and financial support. Our PIO's are required to message through various media sources including broadcast, print and online social media sources.

The Red Cross may initiate fund raising activities in the affected areas in accordance with existing fund raising ordinances and agreements.

7. Recurrent Local Disasters

a. The County will notify/contact the Red Cross (refer to Appendix A - Notification and Contact), through the Cities normal method of dispatch communications system(s), and inform the Red Cross of local emergency/disasters where families or individual(s) will require Disaster Services immediate assistance.

b. The Red Cross will dispatch its Disaster Action Team to recurrent local disasters within two (2) hours of incident notification to meet the emergency needs of the affected families or individual(s).

c. The Red Cross will, upon request, provide emergency canteen services to firefighters, and other emergency workers at the scene of recurrent local emergencies or disasters (includes extended law enforcement managed emergencies).

8. Notification and Contact, Modification and Cancellation
(Reference Appendix A)

9. Coordination and Planning of Assistance under Agreement

The County hereby authorizes and directs its Emergency Management Coordinator and his or her staff, and Red Cross hereby authorizes and directs its designated officers or employee, to mutually plan for, establish, and coordinate the details of implementing and furnishing the services and assistance agreed to be provided in the Agreement.

10. Term, Amendment or Cancellation of Agreement

This Agreement shall continue in effect until terminated by either party hereto, by such party giving the other party thirty days written notice (see Appendix A – Modification and Cancellation contact information). This Agreement's Appendix A shall be reviewed annually and modified as appropriate.

11. Mutual Responsibility and Preservation of Defenses

The County agrees to and accepts full responsibility for the condition and maintenance of its premises, and the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or contract laborers in performing services under this Agreement with the Red Cross.

The Red Cross agrees to and accepts full responsibility for negligence, of all Red Cross's employees and agents, performing services under this Agreement which result in Bodily Injury, Death, or Property Damage.

It is further agreed that if a claim or liability should arise from the join or concurring negligence of both parties hereto, it shall be borne by them comparatively in accordance with the laws of the State of Texas.

This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas including, without limitations, the defense of governmental immunity and the limitations or liability imposed during times of disaster and emergency by applicable laws.

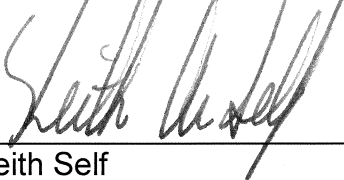
12. Severability

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

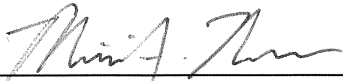
Endorsement

The undersigned officers hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that the necessary ordinances, resolutions, orders or other actions extending said authority have been duly passed and are now in full force and effect and, by their signatures hereto, bind themselves to the faithful performance of this Agreement.

County of Collin, Texas



Keith Self



Marty Nerren
Emergency Services
Asst. Director, Readiness

Collin County Judge

Date 01/10/14

Signature

Date 12/3/13

Kelley Stone

Emergency Management Coordinator



Rosemary Mote
Emergency Services Director



Signature

Date 1/10/14

Date 11/18/13

**American Red Cross – North Texas
Region**