

***Memorandum of Understanding***

***between***

***The American National Red Cross or Field Unit name here***

***and***

***County of Fort Bend, Texas***

***FOR IMMEDIATE RED CROSS ASSISTANCE  
24 HOURS A DAY  
7 DAYS A WEEK***

***866-526-8300***



## **I. Purpose**

The purpose of the Memorandum of Understanding (“MOU”) is to document the relationship between the American Red Cross (“ARC”) and Fort Bend County, through the Fort Bend County Office of Emergency Management (“OEM”). This MOU provides a broad framework for cooperation between the Red Cross and Fort Bend County to provide assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial

## **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.

OEM coordinates disaster mitigation, preparedness, response, and recovery activities, with the mission of providing a safe and secure environment to the residents and businesses of Fort Bend County. OEM provides leadership, coordination, and support to reduce the loss of life and property through a comprehensive, all-hazards emergency management program. Striving to meet this mission, OEM develops and maintains partnerships with volunteer and career emergency management/first responder organizations from all levels of government, especially the Texas Division of Emergency Management, Houston Urban Area, private sector businesses, and private non-profit agencies.

### **Role of OEM 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, they may 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. 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, keeping the public and the local Disaster District Committee informed of the situation.

7. Oversee recovery programs and related hazard mitigation programs after a disaster.

#### **IV. Methods of Cooperation**

OEM and the Red Cross have identified the following methods of cooperation:

1. **Communication between organizations**

Representatives of OEM and ARC 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.

2. **Engagement at the Local Level:**

- a. Both organizations will encourage their affiliates to collaborate and develop plans for partnership activities.
  - To locate an ARC chapter, go to [www.redcross.org](http://www.redcross.org) - "Find Your Local Red Cross."
  - To locate OEM, go to <http://fbcoem.org>.

3. **Cooperative Actions**

OEM and ARC will coordinate in rendering their respective disaster relief activities in the following manner:

- a. Maintain close liaison at all levels of both the ARC and OEM by conferences, meetings, telephone, facsimile, e-mail, and other means. Share current data regarding disasters, disaster declarations, and changes in applicable legislation. Include a representative of the other party in appropriate committees and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
- b. Keep each other informed of disaster and emergency situations, the human needs created by the events, and the actions they have taken regarding service delivery to clients.
- c. During a disaster the ARC will, as appropriate and at the request of OEM, provide liaison personnel to the OEM Emergency Operations Center and any district Emergency Operations Centers during a disaster. OEM will provide space and other required support, such as computers, e-mail access and a designated phone line for the ARC liaison personnel assigned to the Fort Bend County Emergency Operations Center.
- d. During the time of disaster, keep the public informed of the cooperative efforts through the public information offices of the ARC, OEM and the Joint Information Center, if activated.
- e. Allocate the responsibility for joint expenses only in writing and only in advance of any commitment.
- f. Advocate for programs and legislation designed to mitigate disaster damage and loss of life in Fort Bend County.
- g. Encourage mutual participation and coordination of services to the community.
- h. Actively seek to determine other areas/services within the ARC and OEM where cooperation and support will be mutually beneficial.
- i. Use or display the name, emblem, or trademarks of the ARC or OEM only in the case of defined projects and only with the prior express written consent of the other organization.

- j. 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 and exercises, as appropriate.
- k. Explore opportunities for collaboration to provide Community Disaster Education ("CDE") within OEM. Cooperative efforts could include distributing CDE materials to targeted populations within the community, preparing volunteers as CDE presenters, or jointly developing and implementing CDE plans.
- l. Allow the use of each other's facilities, as available and if agreed upon in writing, prior to the event for the purpose of preparedness training, meetings and response and recovery activities.
- m. Widely distribute this MOU within the ARC's and Fort Bend County departments and administrative offices and urge full cooperation.

#### **4. Other cooperative actions**

The ARC and OEM will actively seek to identify other areas within their respective organizations where cooperation and support will be mutually beneficial.

#### **V. General**

1. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so.
2. Both parties will keep the public informed of their cooperative efforts.
3. Both parties will widely distribute this partnership agreement within their respective organizations and urge full cooperation.
4. Both parties will allocate responsibility for any shared expenses in writing in advance of any commitment.
5. OEM 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.

#### **V. Periodic Review and Analysis**

Representatives of the ARC and OEM will jointly evaluate their progress in implementing this MOU every three (3) years and revise and develop new plans or goals as appropriate.

#### **VI. Term and Termination**

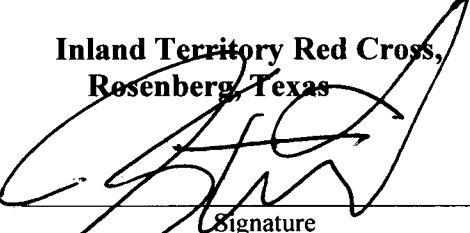
This MOU is effective as of the date of the last signature below and expires three (3) years from the last signature date. This MOU may only be extended in writing by execution of both parties for additional periods not exceeding three (3) years each time. This MOU may be terminated at any time upon written notice from either party to the other.

**VII. 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.

**VIII. Signatures**

**Inland Territory Red Cross,  
Rosenberg, Texas**


By:   
Signature

Name: Dr. Jeffrey D. Stewart  
Print Name

Title: Disaster Program Manager  
Print Title

Date: 16 Jan 2019

**Fort Bend County**

By:   
Signature

Name: KP George  
Print Name

Title: Fort Bend County Judge  
Print Title

Date: 2-12-2019

## 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.

### Primary Relationship Manager Contact\*

Enter Red Cross unit name here		Enter Organization Name here	
<b>Contact</b>	David Spilman	<b>Contact</b>	
<b>Title</b>	Regional Government Operations Lead	<b>Title</b>	
<b>Office phone</b>	NA	<b>Office phone</b>	
<b>Mobile</b>	346.857.3228	<b>Mobile</b>	
<b>e-mail</b>	David.spilman@redcross.org	<b>e-mail</b>	

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

### Secondary Relationship Manager Contact\*

Enter Red Cross unit name here		Enter Organization Name here	
<b>Contact</b>	Dr. Jeffrey D. Stewart	<b>Contact</b>	
<b>Title</b>	Disaster Program Manager	<b>Title</b>	
<b>Office phone</b>	NA	<b>Office phone</b>	
<b>Mobile</b>	713.203.5216	<b>Mobile</b>	
<b>e-mail</b>	Jeffrey.stewart2@redcross.org	<b>e-mail</b>	

### Primary Operations Contact\*\*

Enter Red Cross unit name here		Enter Organization Name here	
<b>Contact</b>	David Spilman	<b>Contact</b>	
<b>Title</b>	Regional Government Operations Lead	<b>Title</b>	
<b>Office phone</b>	NA	<b>Office phone</b>	
<b>Mobile</b>	346.857.3228	<b>Mobile</b>	
<b>e-mail</b>	David.spilman@redcross.org	<b>e-mail</b>	

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

**Secondary Operations Contact\*\***

<b>Enter Red Cross unit name here</b>		<b>Enter Organization Name here</b>	
<b>Contact</b>	Clarruth Seaton	<b>Contact</b>	
<b>Title</b>	Government Operations Lead	<b>Title</b>	
<b>Office phone</b>	NA	<b>Office phone</b>	
<b>Mobile</b>	713.301.0040	<b>Mobile</b>	
<b>e-mail</b>	Clarruth.seaton2@redcross.org	<b>e-mail</b>	

**Tertiary Operations Contact\*\***

<b>Enter Red Cross unit name here</b>		<b>Enter Organization Name here</b>	
<b>Contact</b>		<b>Contact</b>	
<b>Title</b>		<b>Title</b>	
<b>Office phone</b>		<b>Office phone</b>	
<b>Mobile</b>		<b>Mobile</b>	
<b>e-mail</b>		<b>e-mail</b>	

**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.

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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.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2019-448527

Date Filed:  
 02/04/2019

Date Acknowledged:  
 02/12/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Red Cross  
 Rosenberg, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 NA  
 Mass Care, sheltering, and other services as required/needed.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)