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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Community Services Agency

BOARD AGENDA # \*B-6

Urgent  Routine

AGENDA DATE July 27, 2010

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Memorandum of Understanding (MOU) with the American Red Cross-Stanislaus County to Define the Responsibilities for Responding to Disasters in Stanislaus County

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Understanding (MOU) between the County of Stanislaus and the American Red Cross-Stanislaus County to define the responsibilities for responding to disasters in Stanislaus County.
2. Authorize the Chief Executive Officer to sign the MOU between the County of Stanislaus County and the American Red Cross-Stanislaus County for the period of July 27, 2010 through July 27, 2015.

FISCAL IMPACT:

There is no fiscal impact to the County associated with the Memorandum of Understanding (MOU) between the County of Stanislaus and the American Red Cross-Stanislaus County. In the first year, each County Department with responsibilities to respond to disaster situations as outlined in the MOU will do so within each agency's existing Fiscal Year 2010-2011 Adopted Proposed Budgets. Any necessary budget adjustments will be requested in subsequent budget submissions. There is no additional cost to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-481

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini  
 and approved by the following vote,  
 Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover  
 Noes: Supervisors: None  
 Excused or Absent: Supervisors: None  
 Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended
- 4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Memorandum of Understanding (MOU) between the County of Stanislaus and the American Red Cross-Stanislaus County to Define the Responsibilities for Responding to Disaster in Stanislaus County.

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## **DISCUSSION:**

One challenge during a disaster is the care and shelter of citizens displaced by a flood, earthquake, fire or other incident. The Stanislaus County Emergency Operations Plan identifies Community Services Agency (CSA) as the department with primary responsibility for care and shelter during a disaster. CSA coordinates care and shelter response under the management structure established by the Director of Emergency Services (Chief Executive Officer) through the Stanislaus County Office of Emergency Services or the activation of the Stanislaus County Emergency Operations Center (EOC). American Red Cross and key County departments are partners in a successful care and shelter response to a disaster.

American Red Cross is a primary partner for care and shelter during a disaster pursuant to its Bylaws and its Congressional Charter. On a local level, the American Red Cross-Stanislaus County responds to all kinds of disasters, whether or not they are the subject of a declaration by the President of the United States. The American Red Cross coordinates its total resources for use in large disasters. The American Red Cross may call on the Federal, State or Local government for assistance when voluntary contributions do not meet the level of needed services.

The purpose of the Memorandum of Understanding (MOU) between the County and the American Red Cross-Stanislaus County is to define a working relationship in preparing for and responding to certain disaster situations. The MOU provides the broad framework for cooperation and support between the Red Cross and the County in assisting and serving the citizens of the community who have been impacted by disaster, as well as other services for which cooperation may be mutually beneficial. Each organization is separately responsible for establishing its own policies, procedures and financing its own activities.

County activities will be shared across several departments, as described in the MOU Attachment A – Detailed Scope of Work. The MOU describes how resources of the American Red Cross and the County may be coordinated and used to the fullest advantage in preparedness and in rendering disaster relief. The MOU is a 5-year agreement effective July 27, 2010 though July 27, 2015.

It is recommended that the Board of Supervisors approve the Memorandum of Understanding (MOU) between the County of Stanislaus and the American Red Cross-Stanislaus County.

## **POLICY ISSUES:**

Approval for the Memorandum of Understanding (MOU) between the County of Stanislaus County and the American Red Cross-Stanislaus County supports the Board's priorities of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services by defining the responsibilities for responding to disasters in Stanislaus County.

Approval for the Memorandum of Understanding (MOU) between the County of Stanislaus and the American Red Cross-Stanislaus County to Define the Responsibilities for Responding to Disaster in Stanislaus County.

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**STAFFING ISSUES:**

Existing Community Services Agency, Behavior Health and Recovery Services, Health Services Agency, Environmental Resources, Office of Emergency Services and the Chief Executive Office staff are available to fulfill their disaster responsibilities.

**CONTACT PERSON:**

Christine C. Applegate, Director 558-2500

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF STANISLAUS  
AND  
AMERICAN RED CROSS-STANISLAUS COUNTY**

**I. Purpose**

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The AMERICAN RED CROSS-Stanislaus County and The COUNTY of Stanislaus, California, in preparing for and responding to certain disaster situations. This MOU provides the broad framework for cooperation and support between the RED CROSS and the COUNTY of Stanislaus in assisting and serving the COUNTY of Stanislaus citizens who have been impacted by 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 in providing service. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

**III. Authority of Stanislaus COUNTY**

The Stanislaus County Office of Emergency Services, under the authority of the Director of Emergency Services (Chief Executive Officer), is the coordinating body for all COUNTY departments and instrumentalities in emergency preparedness, response and recovery. The Standardized Emergency Management System identifies the role of local government to manage and coordinate the overall emergency response and recovery activities within its jurisdiction. The Emergency Services Act defines the operational area as an intermediate level of the State Emergency Services organization consisting of a county and all political subdivisions within the county area.

The COUNTY, through the Director of Emergency Services, represents the Operational Area during a disaster for coordination of emergency activities within the geographic area of the COUNTY and to serve as a link in the system of communications and coordination between the CalEMA Regional Emergency Operations Center ("REOC") and the EOCs of the political subdivisions within the operational area. The COUNTY follows the Stanislaus County Emergency Operations Plan, the Standardized Emergency Management System (herein referred to as SEMS) and National Incident Management System (herein referred to as NIMS), which delineate the emergency response and preparedness responsibilities of the COUNTY offices, departments and instrumentalities.

The following is a partial list of emergency-related authorities which indicate the legal basis for local coordination of emergency operations and activities:

- Homeland Security Presidential Directive 5 – Management of Domestic Incidents (February 28, 2003)
- Homeland Security Presidential Directive 8 – National Preparedness (December 17, 2003)
- California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code)
- Standardized Emergency Management System (SEMS) Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations) and (California Government Code §8607 et sec.)
- Stanislaus County Ordinance on Civil Defense and Disaster Council (Chapter 2.25)
- Stanislaus County Emergency Operations Plan

#### **IV. Organization of the COUNTY of Stanislaus, California**

The COUNTY of Stanislaus is a political subdivision of the State of California. The COUNTY government is responsible for the public health of its residents (California Health and Safety Code, section 101025). Under the direction of the Director of Emergency Services and the Stanislaus County Office of Emergency Services, COUNTY staff will participate pro-actively in preparation for disaster response and recovery in the community. During a disaster, COUNTY staff will work within established governmental guidelines, with adherence to SEMS, NIMS, Incident Command System and the Stanislaus County Emergency Operations Plan.

##### **Community Services Agency Staffing and Duties**

- A.** The EOC Director determines the extent to which the EOC will be activated and staffed at the time of an event. The Operations Section Coordinator determines the pre-designated Branches and number of staff to be activated, based on the demands of the incident.
- B.** At maximum deployment, the Care and Shelter Branch is staffed by pre-assigned personnel from the Stanislaus County Community Services Agency ("CSA"). The Director, or designee, of CSA serves as the Care and Shelter Branch Director.
- C.** The Care and Shelter Branch coordinates the establishment of shelters for displaced individuals and families in all impacted cities and unincorporated areas of Stanislaus County.
- D.** The Director, or designee, of CSA is responsible to ensure that the COUNTY has formally recognizes the AMERICAN RED CROSS as the local agency responsible to manage disaster shelters.

**E. As the Care and Shelter Branch Director at the time of a disaster, the Director, or designee, is also responsible to:**

- Populate/staff the Care and Shelter Branch of the COUNTY'S EOC;
- Ensure that appropriate notifications are made (e.g., pre-assigned Branch personnel, Shelter Managers and support staff, shelter site owners/managers, etc.);
- Assess pre-selected shelter sites to identify any facilities that may be inaccessible, damaged, destroyed or unavailable for other reasons; and
- Coordinate with the EOC Logistics Section to coordinate and request the supplies, equipment, food stuffs, etc., needed to support shelter operations.

## **V. Authority of the AMERICAN RED CROSS**

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."

The RED CROSS role was reaffirmed in the 1974 Disaster Relief Act (Public Law 93-288), the 1988 Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 100-707), and the The Disaster Mitigation Act of 2000 (Public Law 106-390). The Federal law governing disaster relief USC 42 ..., defines "emergencies" and "major disasters" as follows:

"Emergency" means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

"Major disaster" means any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under this chapter to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

On a local level, the RED CROSS responds to all kinds of disasters, whether or not they are the subject of a declaration by the President of the United States. The disasters to which the RED CROSS responds include any threatening event of such destructive

magnitude and force as to dislocate people, separate family members, damage or destroy homes, or injure or kill people. A disaster produces a range and level of immediate suffering and basic human needs that cannot be promptly or adequately addressed by the affected people and impedes them from initiating and proceeding with their recovery efforts.

Some disasters are natural disasters, such as floods, tornados, hurricanes, typhoons, winter storms, tsunamis, hail storms, thunderstorms, wildfires, windstorms, epidemics, and earthquakes. Human-caused disasters, which may be intentional or unintentional, include residential fires, building collapses, transportation accidents, hazardous materials releases, explosions, and domestic acts of terrorism. All of these are within the RED CROSS mission.

## **VI. Organization of the AMERICAN RED CROSS**

The national headquarters of the RED CROSS is located in Washington, D.C. National headquarters is responsible for implementing policies and procedures that govern RED CROSS activities and provides administrative and technical supervision 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 do not meet the level of needed services. These requests may be in the form of direct financial assistance, reimbursement for services, and/or an agreement to purchase necessary commodities to fulfill the needs of citizenry impacted. Services are provided to those in need regardless of citizenship, race, religion, age, sex, or political affiliation. In providing disaster services, the RED CROSS follows the Fundamental Principles of the International RED CROSS and Red Crescent Movement.

## **VII. General Methods of Cooperation**

COUNTY activities will be shared across several departments, as described in Attachment A – Detailed Scope of Work. So that the resources of the AMERICAN RED CROSS and the COUNTY may be coordinated and used to the fullest advantage in preparedness and in rendering disaster relief, both organizations have agreed to the following:

- A.** Close and ongoing liaison will be maintained between the AMERICAN RED CROSS and the COUNTY by conference, telephone, fax, and other means. Each organization will share resource information and current data during all pre-disaster planning and preparation, when disaster declarations are made, and when changes occur in legislation. Each organization may share reports during the conduct of disaster operations.
- B.** Each organization will participate, as resources allow, in joint training courses, exercises, and other cooperative efforts, such as emergency and disaster preparedness planning and/or the provision of disaster relief services. The AMERICAN RED CROSS will provide training for COUNTY staff who may be assigned to AMERICAN RED CROSS operations.
- C.** In particular, the AMERICAN RED CROSS will work within SEMS and the Incident Command Structure established by the EOC or the Stanislaus County Office of Emergency Services in preparedness, planning, response and recovery efforts. Consistent with NIMS and SEMS, the AMERICAN RED CROSS will also coordinate with the Stanislaus County Community Services Agency and its subdivisions and other COUNTY instrumentalities as appropriate in preparedness, planning, response and recovery efforts. The AMERICAN RED CROSS recognizes COUNTY staff as a resource whose skills are readily adaptable to AMERICAN RED CROSS relief assistance programs, as it relates to care and shelter.
- D.** The AMERICAN RED CROSS will provide training, as resources allow, to any COUNTY employee, agency, department or instrumentality that has emergency response responsibilities under NIMS/SEMS, particularly, but not necessarily limited to, sheltering.
- E.** Consistent with its Humanitarian Mission, the AMERICAN RED CROSS will support, to the best of its ability and in accordance with its established policy, procedures and guidelines, Federal, State and County government efforts to alleviate suffering to all human beings resulting from disasters or other emergency situations (including war caused). Response by the AMERICAN RED CROSS to disasters and other emergencies does not require a governmental declaration of any type. Regardless of the size of the disaster or emergency, or the number of families affected, all assistance will be provided on a uniform basis. All AMERICAN RED CROSS assistance to victims of a disaster or emergency is an outright gift. No payment is ever required or requested.

This assistance will be limited to immediate, unmet, disaster caused needs including, but not necessarily limited to, shelter, food, clothing, and basic living items. AMERICAN RED CROSS assistance is not insurance and does not replace items or income lost in a disaster.



In those instances where the COUNTY will be providing emergency assistance to the public, especially shelter, food, clothing, and basic living items, the AMERICAN RED CROSS will coordinate with the COUNTY and provide assistance, as resources and the law allow.

- F.** The AMERICAN RED CROSS is not a licensed care provider and does not have the authority or ability to supersede governmental authority in matters pertaining to public health and services requiring licensure or other governmental oversight, as excerpted by law. As such, the AMERICAN RED CROSS will cooperate with the COUNTY to ensure that AMERICAN RED CROSS services are safe and do not jeopardize the health of the public.
- G.** The COUNTY recognizes that in times of natural disasters and emergencies, the AMERICAN RED CROSS has the responsibility for meeting urgent and emergency needs of victims for shelter, food, clothing, and basic living items in congregate care or other facilities; disaster welfare inquiry, emergency first aid and other basic elements for human comfort and survival.
- H.** The COUNTY will coordinate the capability of all COUNTY departments to respond to disasters and emergencies of all types as outlined in local ordinance, the State Emergency Services Act, SEMS and Public Law 93-288 and 100-707.
- I.** The COUNTY will continue to provide mandated public assistance service during a disaster situation or a declared emergency.
- J.** The COUNTY will provide needed staff, as available, and to the extent permitted by State law, to assist the AMERICAN RED CROSS in disaster and emergency operations. Staff salary and benefits will be provided by the COUNTY in both preparedness training and operational assignments.
- K.** To the extent the provision of Emergency Welfare Services (EWS) falls within the authority of State supervised and COUNTY administered public social services, and in the event of a declared state of emergency, and pursuant to the rules and regulations of the California Emergency Council, State, regional and COUNTY government employees may become disaster workers; duties may include support of the AMERICAN RED CROSS.
- L.** The COUNTY will work with the AMERICAN RED CROSS in times of disaster and emergency in the coordination of other private agencies, as it relates to care and shelter.
- M.** Administrative and financial control of the AMERICAN RED CROSS disaster and emergency related services may not be delegated or assumed by other entities. Individuals and organizations, including government, may not represent the AMERICAN RED CROSS without prior agreement and approval by the AMERICAN RED CROSS.

- N.** Both the AMERICAN RED CROSS and the COUNTY, in recognition of their responsibility to their volunteers, their staff and the community they serve, reaffirm their policy to assure fair and equal treatment in all their practices, for all persons. The AMERICAN RED CROSS and the COUNTY will not discriminate on the basis of sex/gender, race, color, religion, national origin, ancestry, pregnancy, age, marital status, sexual orientation, medical condition, veteran status, nor against any qualified individual with physical or mental disability(ies), disabled veteran or veteran of the Vietnam War.

## **VIII. Special Provisions**

### **A. Confidentiality**

1. COUNTY and AMERICAN RED CROSS acknowledge that the services are of a confidential nature. Paid and volunteer staff from both entities, having access to medical and/or personal records, will maintain confidentiality of records to protect the privacy of those individuals to whom the records pertain. All confidentiality guidelines shall be consistent with all local, State, and Federal requirements and mandates (including but not limited to, 45 Code of Federal Regulations Parts 160-164 {HIPAA} and California Civil Code Sections 56-56.37 governing confidentiality and privacy rights).
2. Any and all information pertaining to the administration of public social services, for which grants in aid are received, will be secure and confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
3. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
4. Consultant shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

## **IX. 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.

## **X. Term and Termination**

### **A. Term of Agreement**

This MOU is effective as of July 27, 2010. It expires on July 27, 2015. 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.

### **B. Termination.**

1. Termination for Cause. COUNTY may terminate this Agreement for cause upon written notice to AMERICAN RED CROSS. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement by AMERICAN RED CROSS, (b) violation by AMERICAN RED CROSS of any applicable laws, (c) assignment by AMERICAN RED CROSS of this Agreement without the written consent of COUNTY, or (d) a decision by the federal government or the State of California not to fund the provision of the resources granted herein. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.
2. Termination for Convenience. Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.

## **XI. Liability**

### **A. Mutual Indemnification.**

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, trustees, employees, agents (together "Employees and Agents") from any claim, liability or loss, including reasonable attorneys' fees arising out of or resulting from the acts or omissions of the indemnifying party or any of its Employees or Agents in connection with this Agreement, excepting only loss, injury or damage caused by the sole negligence of willful misconduct of the non-indemnifying party's Employees and Agents. Each party shall notify the other party immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product

privilege. The provisions of this section shall survive the termination of this Agreement.

### **B. Limitation of COUNTY'S Liability.**

The COUNTY is not liable for any damages experienced by AMERICAN RED CROSS, or any person or entity arising as a result of:

- AMERICAN RED CROSS' use or misuse of the equipment or supplies granted under this Agreement;
- AMERICAN RED CROSS' failure to provide services pertaining to the equipment or supplies granted under this Agreement; or
- Any defects in the equipment or supplies granted under this Agreement.

## **XII. Miscellaneous**

This MOU does not create a partnership or a joint venture. 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.

### **A. Notice.**

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address, as the party may designate in writing:

To the AMERICAN RED CROSS – Stanislaus County:

Executive Director  
1230 6<sup>th</sup> Street  
Modesto, CA 95354

To the COUNTY:

Stanislaus County Community Services Agency  
Contracts Manager  
251 E. Hackett Road  
P.O. Box 42  
Modesto, CA 95353

## **B. Compliance and Nondiscrimination.**

The parties will comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Sections 503 and 504), the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), and California Labor Code sections 1101 and 1102. The parties will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will the parties discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

## **C. Relationship of Parties; Independent Contractors.**

The parties will perform all work and services described in this Agreement as independent contractors and not as officers, agents, servants or employees of the other. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, nor to use the name of the other party in any publications or advertisements, except with the written consent of the other party, nor as is explicitly provided in this Agreement.

## **D. Governing Law.**

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

## **E. Assignment.**

The parties may not assign this Agreement or the rights and obligations hereunder without the specific written consent of the other.

#### **F. Entire Agreement.**

This document, including Attachment A, represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

#### **G. Amendments.**

This Agreement may only be amended by an instrument signed by the parties.

#### **H. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

#### **I. Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

#### **J. Waiver.**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

Memorandum of Understanding between the **COUNTY of Stanislaus** and the  
**AMERICAN RED CROSS-Stanislaus County**

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding to be effective on the date executed by COUNTY.

APPROVED AS TO CONTENT:  
County of Stanislaus  
Community Services Agency

By: Christine C. Applegate  
Christine C. Applegate

Title: Director

Dated: 7/16/10

APPROVED AS TO FORM:  
Stanislaus County Council

By: Dean Wright  
Dean Wright

Title: Deputy County Counsel

Dated: 7-16-2010

APPROVED:  
County of Stanislaus  
Chief Executive Officer

By: Rick Robinson  
Rick Robinson

Title: Chief Executive Officer

Dated: 7/27/10

APPROVED AS TO CONTENT:  
American Red Cross:  
Stanislaus County

By: Rebecca Cizek  
Rebecca Cizek

Title: Executive Director

Dated: 7/20/2010

APPROVED AS TO CONTENT:  
County of Stanislaus  
Office of Emergency Services

By: Don Hill

Title: FIRE WARDEN/OES

Dated: 7-21-10

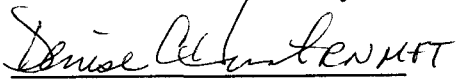
APPROVED AS TO CONTENT:  
County of Stanislaus  
Public Health Department

By: Mary Ann Lee

Title: Managing Director

Dated: 7/19/10


APPROVED AS TO CONTENT:  
County of Stanislaus  
Behavioral Health and Recovery Services

By:   
Denise C. Hunt; RN, MFT

Title: Director

Dated: 7/19/10

APPROVED AS TO CONTENT:  
County of Stanislaus  
Department of Environmental Resources

By:   
Sonya K. Harrigfeld

Title: Director

Dated: 7/20/10



## **ATTACHMENT A - DETAILED SCOPE OF WORK**

### **Activities to be carried out by COUNTY**

#### **A. OFFICE OF EMERGENCY SERVICES (OES)**

1. Provide a system of direction, coordination and support to Stanislaus County Agencies and jurisdictions within the Operational Area, including AMERICAN RED CROSS, involved in incidents or events of a magnitude greater than day to day levels and outside the normal bounds of response.
2. Provide direction, coordination and management services on a 24/7 basis, and from an all-risk perspective. These services are available to all public agencies as well as non-government organizations involved in emergency response and management.
3. Initiate activation and operations of an Incident Command Post, as well as Multi-Agency Coordination (MAC) facilities, including Emergency Operations Center (EOC), Operational Area EOC, or Area Command.
4. Provide the link between local responses and the regional, state and federal agencies participating in the response and recovery to an incident.
5. Provide coordination and assistance in recovery and restoration efforts following large-scale emergencies or disasters.
6. Implement, facilitate and provide the Coordinator for the Stanislaus Multi-Agency Coordination Group (Stan MAC), including the activities of the Threat Assessment Group (TAG).

#### **B. PUBLIC HEALTH DEPARTMENT (PHD)**

1. Participate in joint training of COUNTY and AMERICAN RED CROSS staff on a periodic basis to ensure disaster response readiness.
2. Collaborate with AMERICAN RED CROSS to perform pre-disaster response planning and capacity building preparedness exercises and projects.
3. Provide epidemiological consultation, investigation, treatment and/or referral and education, if appropriate, and follow-up for communicable diseases.
4. PHD will adhere to AMERICAN RED CROSS nursing facility protocols.
5. Assist in assessing and providing adequate skilled nursing personnel to shelters.

6. Health Officer may assist with procuring appropriate sites for shelter (when necessary).
7. Assess resource requirements and request resources from the Medical Health Operational Area Coordinator (MHOAC) in the Emergency Operations Center (See Emergency Operations Center (EOC) Disaster Medical Operations).
8. Through the EOC, facilitate planning, transportation and shelter to assist individuals with health problems and conditions that require more than the usual care provided in an AMERICAN RED CROSS shelter setting in a disaster.

**C. COMMUNITY SERVICES AGENCY (CSA)**

1. Coordinate all mass care facilities and shelter services with OES, AMERICAN RED CROSS, PHD, and other cooperating agencies.
2. Collaborate with AMERICAN RED CROSS to perform pre-disaster response planning and capacity building preparedness exercises and projects.
3. Coordinate with OES and AMERICAN RED CROSS to train and prepare CSA staff to assume agency responsibilities in an emergency or disaster.
4. Assess resource requirements and request additional resources through the EOC Logistics Section or established ordering procedures, as needed, to fully support shelter services in partnership with the AMERICAN RED CROSS.
5. Ensure CSA Management representation at the EOC in support of mass care and shelter services.
6. Collaborate with AMERICAN RED CROSS to ensure sufficient levels of staff resources are available to support mass care and shelter services.
7. Through the EOC, in partnership with OES, AMERICAN RED CROSS, PHD, and other cooperating agencies, establish an assessment process to consider the sheltering, equipment/resources and transportation needs for the access and functional needs populations.

**D. BEHAVIORAL HEALTH AND RECOVERY SERVICES (BHRS)**

1. Coordinates services with AMERICAN RED CROSS and other county departments and behavioral health providers to provide crisis intervention, brief trauma-focused assessment, counseling and referral that will support the needs of the disaster victims, which includes vulnerable populations.

**E. DEPARTMENT OF ENVIRONMENTAL RESOURCES (DER)**

1. The Department of Environmental Resources (DER) will assist to re-stabilize infrastructure and shelter services by reviewing the food handling and sanitation procedures. DER will offer guidance on proper disinfection of contaminated water systems, as well as a list of locations where potable water can be obtained. DER will also offer oversight of proper handling of liquid waste, hazardous materials, and solid waste.