



Statement of Understanding

Between

The

County of Sacramento

The

City of Sacramento

And the

American Red Cross

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I. PURPOSE

This Statement of Understanding (SOU) is an agreement (referred to herein as "Agreement") between the County of Sacramento (the County), the City of Sacramento (the City), and the American Red Cross (the ARC). This Agreement describes these organizations' major responsibilities as they relate to disaster preparedness, response, and recovery operations in the event of a natural, man-made, or technological disaster requiring **Care and Shelter** within the operational area, and outlines the areas of mutual support and cooperation each entity can expect from the other in the event of activation of the Sacramento City/County Emergency Operations Center (EOC).

II. DEFINITION OF DISASTER

A disaster is an occurrence or extreme peril of an occurrence such as hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, blizzard, pestilence, famine, fire, explosion, volcanic eruption, building collapse, transportation accident, an act of terrorism, a technology related malfunction or other situation that causes human suffering or creates human needs that those affected by disasters cannot alleviate without assistance.

III. AUTHORITY OF THE AMERICAN RED CROSS

The American Red Cross is a humanitarian organization, led by volunteers, that provides relief to those affected by disasters and helps people prevent, prepare for, and respond to emergencies. It does this through services that are consistent with its Congressional Charter and the Fundamental Principles of the International Red Cross Movement. By the Congressional Charter dated January 5, 2905 (36 U.S.C.) and subsequent statues (Public Law 93-288), the American Red Cross has been designated the nationwide lead agency through which the American people extend assistance to individuals and families in need as a result of a disaster. ARC aid to those affected by disasters is not dependent upon a Presidential or other Federal disaster declaration.

IV. CONCEPT OF OPERATIONAL AREA

Herein the parties to the Agreement will be identified as follows: Department of Human Assistance (DHA) for the County, Neighborhoods, Planning and Development Services Department (NPDS) for the City, and the Sacramento Sierra Chapter for the American Red Cross (ARC).

The parties to this Agreement recognize an Operational Area, as that term is defined in Government Code Section 8559(b) and 8605, which designates an intermediate level of organization, cooperation, and planning among public entities within Sacramento County boundaries. The parties agree to participate in an organizational structure which is a planning and operational partnership for a systematic approach to exchanging disaster intelligence and resource requests related to **Care**

and Shelter in order to foster effective flow of disaster information and appropriate response to resource requests and also to provide emergency preparedness on a day-to-day basis through training and exercise activities.

The Standardized Emergency Management System (SEMS) made law in 1993 under California Code of Regulations, title 29, Division 2, Office of Emergency Services (OES) requires the City and County of Sacramento to enter into an agreement with one another and with other governmental jurisdictions within the County in order to establish an Operational Area.

The Operational Area is designated to permit coordination and communication among the local area political subdivisions within the area and with the State. This concept, as articulated in the Sacramento Operational Agreement, Sacramento Board Resolution #95-1390 and City Resolution #95-684, is to be prepared to share resources and information among themselves and with the State in order to protect public welfare. Integral to the greater efficiency, planning and response pursuant to that agreement, is the establishment of a working relationship with the Sacramento Sierra Chapter of the American Red Cross to provide **Care and Shelter** during disasters.

The Sacramento County DHA and the City NPDS, under the Sacramento County Emergency Operation Plan, will be acting as one entity for the **Care and Shelter** and for the operations of the EOC.

Parties to this agreement are separate and independent from each other. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies. Commitments made by each entity will initially be funded by that agency subject to requests for reimbursement from the appropriate entities.

Mutual Indemnification: Each party to this agreement agrees to indemnify, defend and hold harmless the other parties, their respective officers, employees, agents and representatives, from and against all claims, losses, liabilities, or damages, demands and actions including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused by any negligent or willful act or commission by that party, its respective officers, employees, agents or representatives, or anyone directly or indirectly acting on behalf of that party.

It is the intention of the parties to this agreement that this paragraph be interpreted to impose on each party responsibility for the acts and omissions of their respective officers, employees, agents and representatives, and where comparative fault is determined to have been contributory, that principles of comparative fault will be followed and each party shall bear the proportionate cost of any damages attributable to the fault of that party, its officers, employees, agents and representatives.

V. STATEMENT OF RESPONSIBILITIES

A. Sacramento Sierra Chapter – American Red Cross

The Sacramento Sierra Chapter has the authority and responsibility for carrying out the purposes of the ARC for delivering local **Care and Shelter** services, and for meeting ARC corporate obligations with the territorial jurisdiction assigned in conformity with corporate regulations. The Chapter coordinates its work through the ARC California State Service Council and the Pacific Region.

In providing disaster relief, the ARC has both a legal and a moral mandate that it has neither the authority nor the right to surrender. ARC has both the power and the duty to act in disaster, and prompt action is clearly expected and supported by the public.

The ARC has responsibilities, along with other agencies, for providing disaster planning, preparedness, education, mitigation and response in the Sacramento area. The ARC disaster committee studies the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. It also formulates cooperative plans and procedures with local government agencies and private organizations for carrying on relief operations should a disaster occur. The ARC has access through its nationwide organization, the National American Red Cross, to coordinate its total resources for use in large disasters. Services will be provided to those in need regardless of citizenship, race, religion, age, sex, or political affiliation.

Disaster Services policy statements are established by the National ARC Board of Governors, consistent with the Red Cross Congressional Charter and Corporate Bylaws. Policy statements must be adhered to at all times by any agent of the ARC, paid or volunteer, when planning or providing disaster services. In all natural disasters and other emergencies, the ARC provides relief assistance in accordance with its established corporate policies, procedures, and guidelines.

The ARC response in 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 ARC assistance to victims of a disaster or emergency is an outright gift.

All ARC disaster relief assistance is based on the premise that those affected by disasters are ultimately responsible for their own recovery. Disaster relief assistance will be provided in a uniform fashion using standard ARC operations procedures as described in the ARC Disaster Services Program (3000 series).

Disaster relief assistance will include emergency mass care and assistance for individuals with urgent and verified disaster-caused needs. It is provided to sustain human life, reduce the harsh physical and emotional distress that prevents those affected by disasters from meeting their own basic needs, and promote the recovery of those affected by disasters when such relief assistance is not available from other sources. Corporate Management will provide operational direction and support, including personnel, supplies, and financial resources, when required to augment the resources of the affect community.

The ARC will use gifts of goods and services, when appropriate, in meeting the disaster-caused needs of those affected by disasters.

Where there is suffering which results from civil disorders, and basic human needs are not being met, the ARC may participate in community action to supplement the effort of the responsible civil authorities, as determined by Corporate Management.

American Red Cross Fund Raising – The City and County of Sacramento recognize that the American Red Cross is dependent primarily upon voluntary public financial support to carry out its programs. The City and County of Sacramento will be supportive of the position of the American Red Cross in conducting special appeals and campaigns for funds during times of disaster subject to City and County policies and procedures.

B. City and County of Sacramento

The City and County are responsible for **Care and Shelter** of disaster evacuees. They are expected to jointly respond to any natural or man-made disaster, or emergency, which requires the provisions of emergency **Care and Shelter**.

The Sacramento County Emergency Ordinance (Code 140S2, Chapter 2.46.130.B2) and City Ordinance (C-72.150ASC) identifies all employees as emergency workers during a declared emergency. Staff may be assigned to perform disaster activities in the following:

- ARC shelter facilities; or
- EOC; or
- Other facilities in which representatives of various agencies providing services to disaster victims are assembled; or
- Other activities in support of **Care and Shelter** operations.

Governmental employee immunity during an emergency is covered in Chapter 7 of Division 1 of Title 2 of the Government Code under Emergency Services Act originally published in January 1995. Specifically, Article 17, Section 8657, provides that governmental employees “shall have the same degree of responsibility for their actions and enjoy the same immunities as officers and employees of the State and its political subdivisions performing similar work for respective agencies.”

The Director of DHA having the prime responsibility for **Care and Shelter** shall be represented at the EOC by the **Care and Shelter** Branch Coordinator (County or City) under the SEMS operational functional area. The Care and Shelter Branch coordinator will work together with the ARC to ensure effective coordination of the **Care and Shelter** activities.

C. County of Sacramento

The Department of Human Assistance (DHA) plays specific roles in the following areas of disaster response, as related to **Care and Shelter**, on behalf of the joint EOC:

- Provides ARC trained shelter managers capable of opening and running local shelters in support of ARC services to provide for local citizens;
- Provides ARC trained shelter staff capable of supporting shelter operations in support of ARC services to provide for local citizens;
- Provides signage, forms and cellular phones to shelter managers until ARC materials and supplies are available;
- Provides translation assistance when departmental resources are available and do not adversely impact the department’s ability to meet the obligations of regular business or other emergency response duties.

While not a party to this agreement, the County Department of Health and Human Services (DHHS) has a number of responsibilities related to **Care and Shelter** and for purposes of reference only are described in the addendum (pages 12 & 13).

D. City of Sacramento

The Neighborhoods, Planning and Development Services Department (NPDS) plays a role in the following areas of disaster response, as related to **Care and Shelter**, on behalf of the joint EOC.

- Performs pre-disaster coordination with the ARC to designate and confirm shelter sites;
- Facilitates the opening and closing of shelters deemed necessary by the ARC and the EOC;
- Provides on-going logistical support for shelters as requested by the ARC or EOC;
- Coordinates with City and County animal control agencies for the care and shelter of domestic pets of evacuees in ARC shelter.

E. ARC/County of Sacramento/City of Sacramento

In light of their general responsibilities, County DHA, City NPDS, and the American Red Cross recognize the commonality of purpose that exists among the three organizations with regard to protecting the health and safety of citizens within the Operational Area during periods or disaster and in the provision of **Care and Shelter**. The entities agree, to the extent set forth below, to cooperate closely and coordinate their activities and programs in the following areas:

1. Emergency Operations Center Activation

During a major disaster or an emergency, the City's and County's Directors of the Offices of Emergency Services will coordinate the relief effort. The ARC will appoint a relief operation director to manage the ARC response.

The City of Sacramento will provide the Emergency Operations Center as the site for the Operational Area Organization. The City/County will provide adequate desk space, telephone service, fax, computers, identification, and other support for ARC staff assigned to the Emergency Operations Center in order to enhance the coordination and the exchange of information. The aforementioned equipment and services may be made available to the ARC only for authorized official business purposes of meeting disaster requirements.

The ARC will be represented in the **Care and Shelter** Branch of the EOC to provide a liaison between the City/County and ARC. The **Care and Shelter** Branch will be represented at the Red Cross Disaster Operations Center to provide a liaison between the ARC and the Branch.

The ARC representative to the **Care and Shelter** Branch is a liaison working with the **Care and Shelter** Branch Coordinator to determine the level of response to the disaster and the location and opening of shelter sites. These decisions are made jointly based on an exchange of known and available information.

2. Shelter Sites

ARC, in collaboration with NPDSO, shall identify, collect and maintain shelter site information as well as shelter agreements with facilities appropriate for use as shelters. ARC will make this information available to DHA, NPDSO, and other governmental entities within the operational area.

3. Emergency Response Teams (ERTs)

DHA will establish staff Emergency Response Teams (ERTs) to provide emergency shelter of evacuees, referrals to other support services, shelter intake and exit interviews, and registrations following ARC 3000 Series policies and procedures. Each member of an ERT will be ARC trained disaster workers and may be assigned to shelters upon request of the ARC and approval of the **Care and Shelter** Branch Coordinator.

DHA will coordinate with ARC to ensure that all ERT members assigned to the shelter function are trained in the following ARC disaster courses – Introduction to Disaster Services, Mass Care Overview, and Shelter Operations. The ERT members shall be provided with ARC disaster relief identification upon successful completion of these courses.

4. EOC Training

As part of their responsibility to prepare departments and staff to carry out disaster responsibilities DHA, NPDSO, and ARC will collaborate in selected periodic staff training. ARC staff will be invited to participate in EOC training exercises.

5. Planning

The County and the City will encourage local private and public agencies to work closely with ARC to ensure that the ARC is appropriately involved in disaster planning, mitigation, preparedness, including Community disaster Education, and response activities.

6. Public Education

DHA, NPDS, and ARC will, when appropriate, work cooperatively in the development and dissemination of public education materials to educate the public on how to avoid, to mitigate, to prepare for, and to cope with disasters.

7. Exchange of Operational Information

The City/County and ARC will share information regarding the opening and closing of their respective emergency operational centers, their locations and hours of operation. They will support each other by providing information to the public regarding disaster assistance, and by supplying representatives or liaisons, at each agency's request and discretion, to these centers to the extent feasible and practical.

Information gathered by the ARC disaster relief operation will be provided to the City/County for use in preparing requests for a city, County, State, Federal declaration. ARC and the City/County will endeavor to share at all levels, as quickly as possible, this and such other information as their reports may include. These reports will be updated as often as is feasible.

The ARC, the City, and the County shall each take extraordinary care to ensure that all documents and information subject to confidentiality laws and regulations are protected and not improperly disclosed.

8. Shelter Determination & Activation

The NPDS and the ARC will compile and maintain a list of shelters available for use during disasters. The list will include information regarding shelter capacity, ADA capabilities and availability of resources such as kitchens, showers, etc.

The ARC and **Care and Shelter** Branch coordinator will jointly confer regarding the need to open shelters based upon voluntary and mandatory orders of evacuation.

Shelter activation will be on a “tiered approach”.

Tier 1: Minimum evacuation: ARC will assess if a voucher system or a formal shelter is appropriate. ARC will provide vouchers if no shelter is needed.

Tier 2: Multiple localized evacuations: One or more shelters needed within the Operational Area.

ARC Relief Operations Director and EOC Care and Shelter Branch Coordinator will assess projected evacuation numbers, shelter staff availability, shelter sites and other resources available to determine if incident can be handled with Tier 2 response. If it can not, the planned response will be escalated to Tier 3 by agreement of the Care and Shelter Branch Coordinator and the ARC Relief Operations Director.

Tier 3: Large scale evacuations: Major disaster: Large or multiple shelters including using resources (sites, staffing, equipment) from outside o the Operational Area.

Use of military bases, the National Guard, ARC Disaster Services Human Resource system or sites outside of the Operational Area fall into this category.

9. Logistics

The main resource supply stream will come through ARC. Government resources can be used as needed to supplement ARC resources upon request of the ARC. Proper requesting channels must be used for such requests.

The City NPDS will take responsibility for physically opening shelters including arranging for heat, air conditioning and lighting as appropriate in cooperation with the ARC. They will transport supplies at the request of ARC or EOC and assist in the physical closing of shelters.

VI. CONSIDERATION

The consideration under this Agreement is the mutual advantage of the protection afforded to each of the parties under the Agreement. There shall not be any monetary compensation required from any of the parties to another party.

VII. PERIODIC REVIEW

Representatives of ARC Disaster Services, the City and the County of Sacramento will meet annually, on or around the anniversary date of this Agreement, or when major needs or requirements change, to evaluate progress in the implementation of this Statement of Understanding and to revise and develop new plans or goals, as appropriate.

VIII. TERM OF AGREEMENT

This Agreement shall be effective on March 1, 1999, and shall remain in effect until one or more of the parties choose to terminate.

It is understood by all parties that at any time this Agreement may be terminated by written notification from any party to the other with thirty (30) days notice.

IX. MISCELLANEOUS

This Agreement does not create an agency, or employer-employee relationship, partnership or joint venture, and none of the parties has the authority to bind any of the other parties.

Signed: _____ Date: _____
Brian Bolton
Chief Executive Officer
Sacramento Sierra Chapter, American Red Cross

Signed: _____ Date: _____
Terry Schutten
County Executive
County of Sacramento

Signed: _____ Date: _____
Robert P. Thomas
City Manager
City of Sacramento

ADDENDUM TO STATEMENT OF UNDERSTANDING

While not a party to this agreement, the County Department of Health and Human Services (DHHS) has the following described responsibilities related to **Care and Shelter** operations:

- Communicable disease control
- Medical/nursing triage of disaster victims
- Liaison with the medical community
- Coordinating relocation of clients for whom the department has responsibility for previous in-home care or out-of-home placement
- On going services to its outpatient populations.

1. **DHHS Public Health Nurses in Shelters**

DHHS public health nurses will augment the ARC nursing component at the shelters if and when ARC resources have been depleted and they have been requested through the EOC to provide such services.

These services will be provided consistent with the Memorandum of Understanding dated November 122, 1997, between the ARC and the Sacramento County Local Health Department – Public Health Nursing.

2. **Mental Health Resources**

If county Mental Health Staff assistance is being requested at a shelter, the request should be routed through the Shelter Manager to the EOC Care and Shelter Branch Coordinator who will request services from the EOC Health Services Branch Coordinator.

County Mental Health staff utilized for specified shelters will:

- Address the needs of persistently mentally ill clients if those clients are creating problems for the general shelter population, with goal of finding an alternative evacuation site;

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- Counsel victims of the disaster who are experiencing emotional problems as a result of the situation at hand;
 - Provide Critical Incident Stress debriefing (CISD) to shelter staff and other disaster workers during or at the end of the disaster period in conjunction with ARC staff, Law Enforcement Chaplaincy and Fire Chaplaincy.

3. ARC Responsibilities to Medically Fragile

- The ARC may, as resources permit, provide logistical support such as provisions of cots, blankets and food to County operated congregate care facilities providing shelter to persons with medically fragile and/or mental health conditions.
- ARC notifies DHHS through the EOC Care and Shelter Branch Coordinator when National ARC staff are brought in to help them perform any function such as CISD or victim counseling and will help them work with local mental health component for any communication or transition of clients that is needed.