



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. 32-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING A RESOLUTION FOR THE MAYOR TO EXECUTE AND SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MILWAUKIE AND THE AMERICAN RED CROSS.

WHEREAS, the City of Milwaukie and the American Red Cross desire to define a working relationship to prepare for cooperatively responding to disasters; and

WHEREAS, the City of Milwaukie and the American Red Cross intend through a Memo of Understanding (MOU) to establish a broad framework in assisting individuals and families who have been impacted by disaster and providing other humanitarian services; and

WHEREAS, the City of Milwaukie meets the operational criteria outlined within the City of Milwaukie Emergency Operations Plan Section 3.2.3.6 by partnering with the American Red Cross; and

WHEREAS, the City of Milwaukie and the American Red Cross desire to continue its relationship to prepare cooperative to plan for and respond during a disaster, as set forth in the proposed MOU attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Milwaukie that the Memorandum of Understanding relating to the AMERICAN RED CROSS and the CITY OF MILWAUKIE, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, The Mayor of the City of Milwaukie is hereby authorized to execute said Memorandum of Understanding.

Introduced and adopted by the City Council on April 1, 2014.

This resolution is effective immediately.

ATTEST:

Pat DuVal

Pat DuVal, City Recorder

Jeremy Ferguson

Jeremy Ferguson, Mayor

APPROVED AS TO FORM:

Jordan Ramis PC

Jordan Ramis

Jordan Ramis, City Attorney

Resolution No. 32-2014 Exhibit A

Memorandum of Understanding

Between

The American Red Cross

and

City of Milwaukie, Oregon

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and the City of Milwaukie, Oregon (hereinafter "City") in preparing for and responding to disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the City in assisting individuals and families who have been impacted by disaster and providing other humanitarian services. Separate and independent agreements may be necessary from time to time to carry out the purposes herein.

II. Parties

A. City of Milwaukie, Oregon

The City desires to partner with the Red Cross pursuant to the operational criteria outlined within the City of Milwaukie's Emergency Operations Plan Section 3.2.3.6, adopted in 2012 and presented to City Council by the Emergency Manager on November 20, 2012.

B. American Red Cross

1. Services for people affected by disasters

Founded in 1881, the American Red Cross is the nation's premier emergency response organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the American Red Cross is the community-based organization that mobilizes people to aid victims of disasters with the aim of preventing and relieving suffering. The Red Cross provides disaster services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community response efforts, including the efforts of federal, state and local government and non-government organizations. Our goal is to work with all partners to lead a well-integrated, effective and efficient response to every disaster.

The Red Cross provides disaster services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

Following a disaster, whether natural or human-made, the Red Cross may provide some or all of the following services:

Food, Shelter and Emergency Supplies

During a disaster, our first priority is to ensure that people have a safe place to stay, food, and

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

Welfare Information

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

Client Casework and Recovery Planning and Assistance

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

Disaster Health and Mental Health Services

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

2. Services related to the National Response Framework

The American Red Cross is a co-lead for the mass care component of Emergency Support Function #6 of the National Response Framework. In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster.

3. Organization

The American Red Cross is a single corporation, chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to the chartered units, which

include chapters and blood services regions. Each chapter has certain authority and responsibility for carrying out Red Cross disaster preparedness and response activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each chapter is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. The chapter also formulates cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

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

III. Cooperative Actions

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

1. Maintain close coordination, liaison, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies. Develop joint Standard Operating Procedures for notification of disaster and emergency situations.
2. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include statistical information, historical information, emerging needs and trends, damage assessments, among others, and disaster declarations, and service delivery.
3. During a disaster or emergency situation the Red Cross may, as appropriate at the request of the City provide liaison personnel to the City Emergency Operations Center and any district Emergency Operations Centers during a disaster. The City will provide work space and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Centers.
4. The City will support the Red Cross in the use of the American Red Cross National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with the City.
5. The City will facilitate the Red Cross's use of city-owned facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
6. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.

7. Actively participate in reviewing and carrying out responsibilities outlined in the state and local emergency operations plans.
8. During the time of disaster and readiness, keep the public informed of the parties' cooperative efforts through the public information offices of the Red Cross and the City.
9. The City recognizes that the Red Cross is dependent upon voluntary public financial donations and will encourage residents to support Red Cross disaster relief with financial contributions. In accordance with applicable laws and regulations, the City will support the Red Cross and work together, as appropriate, to acquire necessary resources and identify funding sources that increase city and Red Cross capacity to respond to disasters and emergencies.
10. Advocate for programs and public policy/decisions, when appropriate, designed to mitigate disaster damage and loss of life in the City.
11. Encourage city residents to support the needs of hospital patients with blood donations when appropriate.
12. Actively seek to determine other areas, projects, and services within the Red Cross and the City where cooperation and support will be mutually beneficial with jointly defined goals and objectives.
13. Use or display the name, emblem, or trademarks of the American Red Cross or the City only in the case of defined projects and only with the prior express written consent of the other organization.
14. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training, exercises, and disaster response activities, as appropriate.
15. Explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the City.
16. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
17. Widely distribute this MOU within the Red Cross' and the City departments and administrative offices and urge full cooperation.

IV. 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.

V. Term and Termination.

This MOU is effective as of April 1, 2014. It expires on March 31, 2019. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any reason or for no reason.

VI. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty. The parties understand that circumstances may dictate the need for separate, contractual agreements between the parties and such contracts shall be separately negotiated and independent from the terms of this MOU.

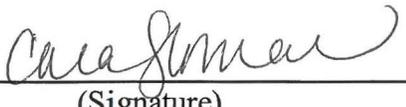
Signature page follows.

Memorandum of Understanding Between the City of Milwaukie, Oregon and American Red Cross

City of Milwaukie, Oregon

The American Red Cross

By: 
(Signature)
Name: Jeremy Ferguson
Title: Mayor
Date: 01 April 2014

By: 
(Signature)
Name: Cara Sloman
Title: Regional Disaster Program Officer
Date: 28 March 2014