

**City of Carson City
Agenda Report**

Date Submitted: August 26, 2014

Agenda Date Requested: Sept. 4, 2014

Time Requested: 15 minutes

To: Mayor and Supervisors
From: Fire Department

Subject Title: For Possible Action: To approve a Memorandum of Understanding Between the American Red Cross Northern Nevada Chapter and Carson City for the purpose of developing a working relationship to prepare for and respond to disasters and to authorize the signing of a document allowing for the use of city facilities as emergency shelters.

Staff Summary: Carson City Emergency Management has developed several tools that can be used to operate and manage emergency shelters. This agreement and memorandum would provide our community more tools to be used for disaster management and sheltering of our citizens and visitors

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Signing an agreement and memorandum of understanding)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve a Memorandum of Understanding Between the American Red Cross Northern Nevada Chapter and Carson City for the purpose of developing a working relationship to prepare for and respond to disasters and to authorize the signing of a document allowing for the use of city facilities as emergency shelters.

Explanation for Recommended Board Action: Signing these two documents expands our ability to work with another community partner to provide emergency and disaster services to our city.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: No fiscal impact

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: Continue to function within our current framework for shelter operations.

Supporting Material: Memorandum and Shelter Agreement

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By: Robert S Giomi

(Fire Chief)

Nicholas Mancuso

(City Manager)

Douglas L. Woytilla Jr.

(District Attorney)

Mark A. Punt

(Finance Director)

Date: 8/26/14

Date: 8/26/14

Date: 8/26/14

Date: 8/26/14

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____

(Vote Recorded By)

Note: There are two original sets of documents. One to be retained by the Clerk and one to be returned to the Fire Department for processing with the American Red Cross.

Memorandum of Understanding

Between

The American Red Cross Northern Nevada Chapter

and

**Carson City acting by and through it's
Fire Department & Emergency Management Division**

Memorandum of Understanding Between The Consolidated Municipality of Carson City and American Red Cross Northern Nevada Chapter

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross Northern Nevada Chapter (hereinafter "Red Cross") and Carson City, its agencies, counties, and municipalities (hereinafter Carson City), in preparing for and responding to disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Carson City in assisting individuals and families who have been impacted by disaster and providing other humanitarian services.

II. Parties

A. The Consolidated Municipality of Carson City

1. Federal State and Local laws and ordinances grant Carson City the authority to manage and respond to emergencies to protect the health safety and welfare of the citizens and visitors of Carson City.

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 will 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

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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 to 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 and 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

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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 Carson 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 will, as appropriate at the request of Carson City, provide liaison personnel to Carson City Emergency Operations Center and any corresponding counties under the authority of Carson City. Carson 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. Carson 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 Carson City.
5. Carson City will facilitate the Red Cross's use of county and state-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.

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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 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 Carson City.
9. Carson 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, Carson City will support the Red Cross and work together, as appropriate, to acquire necessary resources and identify funding sources that increase Local Emergency Management 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 Carson City.
11. Encourage Carson 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 Carson 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 Carson 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 [County/Counties].
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 Carson City departments and administrative offices and urge full cooperation.

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Examples of additional Cooperative Actions (as applicable):

- Coordinate/Operate shelter sites in Carson City in response to a disaster.
- The American Red Cross will support Carson City in integrating the efforts of the non-governmental organizations (NGOs) that provide mass care services during response operations.
- The American Red Cross will assist in the Carson City response to emergencies and disasters with responsibilities in support of Emergency Support Function (ESF) 6.
- Jointly develop Standard Operating Procedures (SOPs) that standardize recurring tasks and responsibilities for each Emergency Support Function the American Red Cross is identified in the Carson City Disaster Response Plan as a support agency.

VIII. 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.

IX. Term and Termination.

This MOU is effective as of July 1, 2014. It expires on June 30, 2016. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. 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.

X. 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.

Signature page follows.

Memorandum of Understanding Between The Consolidated Municipality of Carson City and American Red Cross Northern Nevada Chapter

Carson City

By: _____

Robert L. Crowell, Mayor

Date: _____

By: R. Stacey Giomi

R. Stacey Giomi, Fire Chief & Emergency Management Director

Date: 8/26/14

By: _____

Alan Glover, Clerk/Recorder

Date: _____

Approved as to Form:

By: Neil A. Rombardo

Neil A. Rombardo, District Attorney

Date: 8/26/14

The American Red Cross Northern Nevada Chapter

By: Clara Andriola

Clara Andriola, Regional CEO

Date: 08/19/2014

American Red Cross Shelter Agreement

The American Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: _____

Parties and Facility

Owner:

Legal name: Consolidated Municipality of Carson City

24-Hour Point of Contact:

Name and title: Stacey Giomi, Fire Chief & Emergency Management Director

Work phone: 775-283-7150 Cell phone/pager: 775-721-8636

Alternate Point of Contact:

Name and title: Stacey Belt, Deputy Emergency Manager

Work phone: 775-283-7218 Cell phone/pager: 775-720-1073

Address for Legal Notices:

Consolidate Municipality of Carson City

Executive Offices

201 N. Carson St., Suite 2

Carson City, NV 89701

Red Cross:

Legal name: The American Red Cross

Chapter: Northern Nevada Chapter

24-Hour Point of Contact:

Name and title: Patrick Macan

Work phone: 775.856.1000 Cell phone/pager: 775.848.2926

Address for Legal Notices:

1190 Corporate Blvd, Reno Nevada 89502

Copies of legal notices must also be sent to:

The American Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006
And
Carson City Fire Department
777 S. Stewart Street, Carson City, NV 89701

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

Carson City Community Center, 851 E. William St., Carson City, NV 89701

Fuji Park Exhibit Hall, 601 Old Clear Creek Rd., Carson City, NV 89703

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, the Owner will permit the Red Cross to use the Facility during an emergency and for long as emergency public shelter is reasonably required in accordance with Red Cross guidelines as shelters are supported as temporary basis. The Red Cross will provide training to agencies designated by Carson City in order to be eligible to assist the Red Cross in the shelter operations
2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Shelter Manager will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form, available on The Exchange, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. **Food Services:** Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. If food services are provided by the Owner, the Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator in cooperation with the Shelter Manager will develop a cleaning schedule based on availability of City resources.
6. **Security:** In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Shelter Manager will not issue press releases or other publicity concerning the shelter without the express written consent of the Facility Coordinator or Owner. All media questions about the shelter will be handled by the Shelter Manager and/or the Red Cross designated Public Information Officer in consultation with the City' public information group. If no such

group is established, then media inquiries will be coordinated with the Red Cross through the City Manager's Office.

8. **Closing the Shelter:** The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator will conduct a post-occupancy inventory of the food and supplies (including cleaning and custodial supplies) used during the shelter operation.

9. **Reimbursement:** The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear except, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross and owner will solicit three bids from reputable and licensed contractors in accordance with the Nevada State Contractors Board and the Nevada State Public Works. The bids will be reviewed by the Red Cross and the Owner and a method for repair will be mutually agreed upon. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability. The Owner (The City) will be named as an additional insured on all insurance policies.

11. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Signature page to follow:

Owner Consolidated Municipality of Carson City
By (signature) _____
Name Robert L. Crowell
Title Mayor
Date _____

AMERICAN Red Cross Northern Nevada Chapter
By (signature) Clara Andriola
Name Clara Andriola
Title Regional CEO
Date 08/19/2014