

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.21
(ID # 15302)

MEETING DATE:
Tuesday, June 15, 2021

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Approve Amendment No. 1 to the Memorandum Of Understanding (MOU) with Riverside Chapter of the American Red Cross for coordination of disaster relief activities. Districts: All [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amendment No. 1 to the Memorandum of Understanding #EM-17-115 between the Riverside Chapter of the American Red Cross and the County of Riverside for the period from July 1, 2021 through June 30, 2026.
2. Authorize the Director of Public Social Services, or designee, to sign amendments, including extensions of the MOU for additional 5 year periods, that do not change the substantive terms of the MOU or add financial responsibility, as approved by County Counsel.

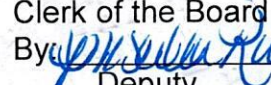
ACTION: Consent


Sayori Baldwin, DPSS Director 6/1/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 15, 2021
xc: DPSS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 25/26	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The County of Riverside and American Red Cross have a dedicated history of collaboration and partnership in preparing for and responding to disasters. This Memorandum of Understanding provides the broad framework for cooperation and support for assisting individuals and families within the Riverside County Operational Area who have been impacted by disaster and providing other humanitarian services.

It should be noted that the administrative responsibility for activities related to this MOU were originally with the Emergency Management Department and are now with the Department of Public Social Services. Prior approval for this agreement was requested by the County's Emergency Management Department on Form 11 Item #3.35 ID#4696 approved on July 11, 2017.

Impact on Residents and Businesses

This MOU solidifies the existing working relationship between the County and the American Red Cross and further demonstrates each agency's commitment to strengthen the preparedness and response efforts within the County.

Additional Fiscal Information

This MOU does not create a partnership or a joint venture and does not create any financial arrangements 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.

ATTACHMENTS:

- Amendment No. 1 to the MOU #EM-17-115 with Riverside Chapter of the American Red Cross and County of Riverside for coordination of disaster relief activities.
- MOU #EM-17-115 effective until June 30, 2021.
- Form 11 Item #3.35 ID#4696 approved on July 11, 2017

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Esen Sainz
Esen Sainz 6/1/2021

COUNTY OF RIVERSIDE
AMENDMENT No.1
MEMORANDUM OF UNDERSTANDING WITH
THE RIVERSIDE COUNTY CHAPTER OF THE AMERICAN RED CROSS

MEMORANDUM OF UNDERSTANDING: EM-17-115

PERIOD OF PERFORMANCE: July 11, 2017 – June 30, 2026

EFFECTIVE DATE OF AMENDMENT: July 1, 2021

This Amendment No. 1 to the Memorandum of Understanding (hereinafter "MOU") to #EM-17-115, for a collaborative partnership in preparing for and responding to disasters is made by and between the County of Riverside, a political subdivision of the State of California (hereinafter "County"), and The Riverside County Chapter of the American Red Cross, a single corporation chartered by the United States Congress to provide humanitarian services, (hereinafter "Red Cross").

WHEREAS, County and Red Cross previously entered into that certain Memorandum of Understanding #EM-17-115 for a collaborative partnership in preparing for and responding to disasters, executed on July 11, 2017, and effective through June 30, 2021; and,

WHEREAS, the County's Emergency Management Department administered the MOU with Red Cross for the coordination of Disaster Relief Activities; and

WHEREAS, the County now desires for its Department of Public Social Services to assume administration responsibilities for the coordination of Disaster Relief Activities; and

NOW THEREFORE, in consideration of their mutual covenants, County and Red Cross desire to amend the MOU according to the terms and in the manner set forth herein:

1. **Section "II. Parties," Subsection B. "American Red Cross, Welfare Information."** The *Welfare Information* paragraph is deleted in its entirety and replaced with the following (with the rest of Section II to remain unchanged):

"Disasters often disrupt regular communication channels and can separate families. Red Cross will assist in the reunification process during and after disaster."

2. **Section "III. Cooperative Actions," Subsection 1** is deleted in its entirety and replaced with the following (with the rest of Section III to remain unchanged)::

"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 and Operational Plans for notification of disaster and emergency situations.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUN 15 2021 3.21

3. **Section "V. Term and Termination."** The Section V. Term and Termination is deleted in its entirety and replaced with the following:

"This MOU is effective as of July 11, 2017. It expires on June 30, 2026. 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 party at any time and for any reason or for no reason.

4. **Section "VII. Signed in Counterparts,"** is hereby added to the MOU, and shall read:

"This MOU may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement."

5. **Section "VIII. Electronic Signatures,"** is hereby added to the MOU, and shall read:

"This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code."

6. **Effective Date.** This Amendment No. 1 shall be effective July 1, 2021.
7. **Miscellaneous.** All other terms and conditions of the MOU not modified herein shall remain unchanged and in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 1 to the Memorandum of Understanding to EM-17-115 as of the date last written below.

County of Riverside

The Riverside County Chapter of Red Cross

Debbie Leahy

Sayori Baldwin,
Director, DPSS

Debbie Leahy
Regional Disaster Officer

May 25, 2021

Date

Date

Approval as to Form
Esen Sainz
County Counsel

Esen Sainz
By: _____

May 26, 2021

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.35
(ID # 4696)

MEETING DATE:
Tuesday, July 11, 2017

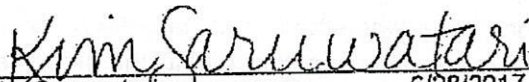
FROM: EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve Memorandum Of Understanding between Riverside Chapter of the American Red Cross and County of Riverside for coordination of disaster relief activities. [Districts: All] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Memorandum of Understanding #EM-17-115 between the Riverside Chapter of the American Red Cross and the County of Riverside for the period from execution through June 30, 2021.
2. Authorize the Director of Emergency Management, or designee, to sign amendments, including extensions of the MOU for additional 5 year periods, that do not change the substantive terms of the MOU or add financial responsibility, as approved by County Counsel.

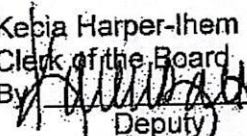
ACTION:


Kim Saruwatari 6/28/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 11, 2017
xc: EMD

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 17/18-20/21	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The County of Riverside and American Red Cross have a dedicated history of collaboration and partnership in preparing for and responding to disasters. This Memorandum of Understanding provides the broad framework for cooperation and support for assisting individuals and families within the Riverside County Operational Area who have been impacted by disaster and providing other humanitarian services.

Impact on Residents and Businesses

This MOU solidifies the existing working relationship between the County and the American Red Cross and further demonstrates each agency's commitment to strengthening the preparedness and response efforts within the County.


 Gregory P. Pragos, Director County Counsel 6/28/2017

MOU Between County of Riverside and Riverside Chapter of the American Red Cross

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.

County of Riverside

The American Red Cross, Riverside Chapter

By: [Signature]
(Signature)
Name: John Favaglione

By: [Signature]
(Signature)
Name: Debbie Leahy

Title: Chairman, Board of Supervisors

Title: Regional Disaster Officer

Date: JUL 11 2017

Date: 4/15/2017

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE: 4/31/17
NEAL R KIPNIS

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

Memorandum of Understanding

Between

The Riverside County Chapter of the American Red Cross

and

County of Riverside

MOU Between County of Riverside and Riverside Chapter of the American Red Cross

I. Purpose

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

II. Parties

A. County

The following provides emergency authorities and references for conducting and/or supporting emergency operations in the State of California and the County of Riverside:

Authorities

Federal

- Title 19, Public Safety, Division 2, Chapter 6, Natural Disaster assistance Act, §2900
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)

State

- California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code)
- Standardized Emergency Management Systems (SEMS) Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations and California Government Code §8607 et seq.)
- Executive Order S-2-05 regarding integration of National Incident Management System (NIMS) into SEMS

Local

- Riverside County Emergency Services Ordinance 533.5, adopted August 15, 1995, by the Riverside County Board of Supervisors
- Resolution, adopting the California Master Mutual Aid Agreement, adopted July, 1958
- Resolution 95-205, adopting the Standardized Emergency Management System (SEMS), August 15, 1995
- Resolution 95-206, adopting the Operational Area Agreement, August 15, 1995
- Resolution 2006-051, adopting the National Incident Management System, February 28, 2006

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 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 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 County 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 the County, provide liaison personnel to the County, Emergency Operations Center and any corresponding cities. The County 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 County 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 County.
5. The County 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.
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 the County.
9. Advocate for programs and public policy/decisions, when appropriate, designed to

mitigate disaster damage and loss of life in the County.

10. Actively seek to determine other areas, projects, and services within the Red Cross and the County where cooperation and support will be mutually beneficial with jointly defined goals and objectives.
11. Use or display the name, emblem, or trademarks of the American Red Cross or the County only in the case of defined projects and only with the prior express written consent of the other organization.
12. 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.
13. Explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the County.
14. 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.
15. Distribute this MOU within Red Cross and or County as needed or as appropriate to ensure 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 the date this agreement is executed. It expires on June 30, 2021. 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.

MOU Between County of Riverside and Riverside Chapter of the American Red Cross

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.

County of Riverside

The American Red Cross, Riverside Chapter

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name: John Tavaglione

Name: Debbie Leamy

Title: Chairman, Board of Supervisors

Title: Regional Disaster Officer

Date: JUL 11 2017

Date: 6/15/2017

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE 4/3/17
NEAL R KIPNIS

ATTEST:
KECWA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY






Request for Signature: Agreement #EM-17-115 with Riverside County DPSS for Disaster Relief Activities

Final Audit Report

2021-05-25

Created:	2021-05-25
By:	Stacey Pena (STpena@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_EUtFwxPL9Nwouzhatz7yv1BII7VuWm

"Request for Signature: Agreement #EM-17-115 with Riverside County DPSS for Disaster Relief Activities" History

-  Document created by Stacey Pena (STpena@rivco.org)
2021-05-25 - 9:08:19 PM GMT - IP address: 158.61.0.90
-  Document emailed to Debbie Leahy (debbie.leahy@redcross.org) for signature
2021-05-25 - 9:12:11 PM GMT
-  Email viewed by Debbie Leahy (debbie.leahy@redcross.org)
2021-05-25 - 9:31:10 PM GMT - IP address: 104.47.58.126
-  Document e-signed by Debbie Leahy (debbie.leahy@redcross.org)
Signature Date: 2021-05-25 - 9:32:25 PM GMT - Time Source: server- IP address: 174.193.198.71
-  Agreement completed.
2021-05-25 - 9:32:25 PM GMT






Agreement #EM-17-115 American Red Cross and County of Riverside

Final Audit Report

2021-05-26

Created:	2021-05-26
By:	Stacey Pena (STpena@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_j_sXrnHvyld5oBLy_84nbeLi6ZXKw66

"Agreement #EM-17-115 American Red Cross and County of Riverside" History

-  Document created by Stacey Pena (STpena@rivco.org)
2021-05-26 - 6:51:49 PM GMT - IP address: 158.61.0.90
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature
2021-05-26 - 6:53:24 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2021-05-26 - 7:11:36 PM GMT - IP address: 158.61.6.1
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2021-05-26 - 7:20:19 PM GMT - Time Source: server- IP address: 158.61.6.1
-  Agreement completed.
2021-05-26 - 7:20:19 PM GMT

37269

Audit Reports attached for both signatures on the amendment.