

36265
Memorandum of Understanding

Between

The American Red Cross

and

Long Beach Department of Health and Human Services



**American
Red Cross**

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 Long Beach, by and through its Department of Health and Human Services, a municipal corporation, (hereinafter "the City") in preparing for, responding to, and recovering from emergencies and disasters through vaccine response. This MOU provides the framework for cooperation and support between the Red Cross and the City in assisting individuals, families and communities who are in need of vaccinations. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the City to the community and other agencies.

II. Parties

A. Name of County, Parish or Local Jurisdiction

The Department of Health and Human Services is one of only three city-run health departments in California, allowing for better engagement with its people, neighborhoods, businesses and community partners, and a greater understanding of the city's strengths and needs. As outlined in the 2021-2026 DHHS Strategic Plan, Goal 13, the City leads collaborative partnerships to increase collective impact efforts for improving health and well-being, and mobilize resources to promote health, equity and safety.

B. American Red Cross

1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle 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 preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle 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."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and asset;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

**For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). 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. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is 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 its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region 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. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large

disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to city mayors, parish presidents, borough presidents, county judges, and other local county officials of the City and will share operating plans, priorities and objectives with the delegated emergency management staff of the local jurisdiction.

The City recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

The City recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

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

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents.
2. Coordinate mutual activation of no-notice events through the established 24-hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, 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.
4. During a disaster or emergency situation, the Red Cross will, at the request of the City, provide liaison personnel to the City Emergency Operations Center. The City will provide facility access and identification, 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 Center.
5. The City will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with the City.
6. The City will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.

7. 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 risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
10. Both parties will ensure, to the fullest extent possible, that disaster operations within the City will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the City and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the City.
12. The City recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, the City will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.
13. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review in advance of dissemination or publication.
14. The Red Cross will support the City in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
15. 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 (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.

16. Widely distribute this MOU within the Red Cross and the City administrative offices and urge full cooperation.
 - a.
 - b. The Red Cross and the City will honor mutual commitments and applicable policies relating to emergency and disaster readiness by:
 - c.
 - d. Providing opportunities to exercise Red Cross volunteer Disaster Health Services skills related to immunizations through City community clinics and events. Red Cross Health Service workers will follow City and Red Cross protocols for services provided to the public.
 - e. Engaging Disaster Health Services volunteers in annual community immunization efforts that provide disaster preparedness information. Disaster Health Services' Registered Nurses (RN) or DHS workers with LPN or LVN licensure may administer immunizations per their full scope of practice within state licensure. Red Cross workforce support is limited to functions not involving access-to-vaccine decisions or enforcement, in alignment with our mission principles. Other support may include establishing fixed stations for hydration and snacks and collecting information from immunized individuals at City request. The City will ensure all Disaster Health Services volunteers have access to appropriate PPE.
 - f. Red Cross is part of a support network composed of multiple organizations. Because of the continuous potential for Red Cross to divert resources to support disaster response services with little to no notice, Red Cross will reallocate workers where Disaster Health Services is needed in major or catastrophic emergencies.

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, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

V. Term and Termination.

This MOU is effective as of April 30, 2022. It expires on April 30, 2025. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. The City shall have the option to extend this Agreement for two additional one-year periods, at the

discretion of the City Manager, 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 or no reason.

VI. Indemnification.

Red Cross agrees to defend all claims of loss, indemnify and hold harmless the City of Long Beach, its Boards, Commissions, and their officials, employees and agents from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the Red Cross or its employees, officers, or volunteers in the performance of this MOU.

The City of Long Beach agrees to defend all claims of loss, indemnify and hold harmless the Red Cross, their officials, employees and agents from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the City of Long Beach or its employees, officers, or volunteers in the performance of this MOU.

VII. Insurance.

1. As a condition precedent to the effectiveness of this MOU, Contractor shall procure and maintain, at Contractor's expense for the duration of this MOU, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

a. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability.

City, its boards and commissions, and their officials, employees and agents shall be

named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

b. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

c. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

d. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

2. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

3. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by

Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

4. If this coverage is written on a “claims made” basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this MOU expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this MOU expires or is terminated.

5. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City’s Risk Manager or designee.

6. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor’s sub-Contractors and contractors, at any time. Contractor shall make available to City’s Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

7. Any modification or waiver of these insurance requirements shall only be made with the approval of City’s Risk Manager or designee. Not more frequently than once a year, City’s Risk Manager or designee may require that Contractor, Contractor’s sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

8. The procuring or existence of insurance shall not be construed or

deemed as a limitation on liability relating to Contractor's performance or as full performance of or compliance with the indemnification provisions of this MOU.

VII. Miscellaneous

This MOU does not create a partnership, a joint power agreement, 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.

Signature Page

The City of Long Beach, a municipal corporation

The American Red Cross

By: 
(Signature)

By: Leslie I. Moore
(Signature)

Name: Thomas B. Modica

Name: Leslie I. Moore

Title: City Manager

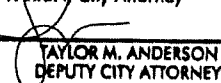
Title: Interim Chief Operations Officer

Date 5/2/2022

Date: 5/09/2022

Contact information
Telephone: _____
E-mail: _____

Contact information
Telephone: _____
E-mail: _____

APPROVED AS TO FORM
April 28, 2022
CHARLES PARKIN City Attorney
By: 
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY