

Memorandum of Understanding

between the

American Red Cross

and

County of Fresno



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 County of Fresno, its agencies, counties, and municipalities (hereinafter "County"), Its lead agency Office of Emergency Services ("OES"), and other departments, agencies, and offices in preparing for, responding to, and recovering from disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the County in assisting individuals, families and communities who have been or could be impacted by disaster or an emergency. 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 County to the community and other agencies.

II. Parties

A. County of Fresno

As the lead emergency management agency within Fresno County, the Office of Emergency Services, under the authority of the Director of Emergency Services, serves as the coordinating body for all County departments in the areas of emergency preparedness, response, mitigation and recovery. The Standardized Emergency Management System ("SEMS") identifies the role of local government to manage and coordinate the overall emergency response and recovery activities within its jurisdiction. The California State Emergency Services Act defines the operational area as an intermediate level of the state emergency services organization consisting of a county and all political subdivisions within the county area.

Fresno County, through the Director of Emergency Services, represents the Operational Area during a disaster for coordination of emergency activities within the geographic area of the county and serves as a link in the system of communications and coordination between California Office of Emergency Services ("CalOES"), Regional Emergency Operations Center ("REOC"), and the Emergency Operations Center of the political subdivisions within the operational area ("EOC"). The County follows the Fresno County Operational Area Master Emergency Services Plan, SEMS and the National Incident Management System ("NIMS"), which delineate the emergency response and preparedness responsibilities of county offices, departments and instrumentalities.

The following is a partial list of emergency—related authorities which indicate the legal basis for local coordination of emergency operations and activities:

- i. Homeland Security Presidential Directive 5 - Management of Domestic Incidents (February 28, 2003)
- ii. Presidential Policy Directive 8 – National Preparedness (March 30, 2011)
- iii. California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the California Government Code)
- iv. SEMS Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations and California Government Code §8607 et seq.)
- v. Fresno County Operational Area Master Emergency Services Plan
- vi. Fresno County Emergency Services Ordinance (Chapter 2.50 of the County Code)

Fresno County is a political subdivision of the State of California. Fresno County government is responsible for the public health of its residents (California Health and Safety Code §101025.) Under the direction of the Director of Emergency Services, Fresno County staff participates proactively in preparation for disaster response and recovery in the community. During a disaster, County staff works within established governmental guidelines, with adherence to SEMS, NIMS, Incident Command System and the Fresno County Operational Area Master Emergency Services Plan.

1. Office of Emergency Services and Duties
 - a. As outlined in the Fresno County Operational Area Master Emergency Services Plan, activation of the EOC is determined based on the scope and nature of the emergency. The Director of Emergency Services authorizes EOC activation. The EOC Director determines the branches and number of staff activated, as guided by SEMS and the needs of the incident.
 - b. At maximum staffing, the Care and Shelter Branch within the EOC Operations Section is led by the Deputy Director or Division Directors of the Fresno County Department of Social Services (DSS), who serve as the Care and Shelter Branch Director. Shelter field operations and staffing may include Disaster Service Workers and designated staff from DSS and other supporting departments.
 - c. The Care and Shelter Branch coordinates with partner agencies to determine the need and establishment of shelters for displaced individuals and families in Fresno County.
 - d. The Director of Emergency Services, in collaboration with the Fresno County Office of Emergency Services, ensures coordination and support for the American Red Cross, which is the primary agency responsible for managing disaster shelters in Fresno County. This relationship is formally recognized in the Care and Shelter Plan
 - e. The Care and Shelter Branch Director is also responsible for:
 - i. Staffing and managing the Care and Shelter Branch within the County's EOC;
 - ii. Ensuring timely notification and activation of designated shelter personnel, including pre-assigned Branch staff, Shelter Managers, shelter support staff, and facility owners/managers.
 - iii. Assessing pre-identified shelter sites to confirm accessibility and functionality, and identifying alternative shelter locations if primary sites are damaged, destroyed, or otherwise unavailable

B. American Red Cross

Founded in 1881, the Red Cross is the nation's largest nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a non-governmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. We do this by recruiting, training, and equipping volunteers throughout the country. 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 [See Attachment B]. The

Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other non-government organizations.

The Red Cross is chartered by the United States Congress to provide humanitarian services and 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."

Further, the 2020 Memorandum of Agreement between FEMA and the Red Cross recognizes the national level roles and responsibilities designated to the Red Cross. Located in Washington, DC, the national headquarters for the Red Cross is responsible for implementing policies and procedures that govern such Red Cross activities and provides administrative and technical oversight and guidance. Additionally, each region has certain authorities and responsibilities 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.

III. Methods of Cooperation

The Red Cross and County mutually recognize each other's authority in the emergency management/disaster response field to prepare, respond and recover from disasters. Accordingly, both parties will share strategic, tactical and crisis communication objectives. Both parties will also share operational plans, priorities and objectives. The Red Cross recognizes the County responsibility in providing leadership and the full range of emergency management/disaster response services in their jurisdiction. The County recognizes the Red Cross as having mass care responsibility in domestic disasters, and when activated, will support and coordinate with the Red Cross in the execution of these duties.

As the ESF-6, the Red Cross will coordinate with the County on their respective disaster cycle activities to enhance services to the community in the following areas:

1. Preparedness activities – Build community capacity and resilience through disaster preparedness within the County, including:
 - a. Community education activities (e.g. Home Fire Campaign, Prepare with Pedro)
 - b. High probability/high consequence events risk assessment
 - c. Planning (e.g. emergency plans, standard operating procedures for notification of disaster and emergency situations)
 - d. Training (e.g. Red Cross disaster trainings, FEMA classroom trainings hosted by the County)

- e. Exercise (e.g. Shelter Fundamentals, National Level Exercise, National Mass Care)
2. Response activities – Organize community resources to meet the immediate needs of individuals, families and communities affected by disaster or emergencies, including the following life-sustaining services:
- a. Daily Home Fire Response Services (e.g. DAT response)
 - b. Sheltering (e.g. managing shelters, providing technical assistance in evacuation and post impact sheltering, quantifying daily shelter counts)
 - c. Feeding (e.g. in shelters, on mobile routes, at fixed sites in the impacted communities)
 - d. Health Services (e.g. shelters, , Family Assistance Centers)
 - e. Mental Health Services (e.g. shelters, Family Assistance Centers)
 - f. Disability Integration (e.g. shelters, feeding sites)
 - g. Spiritual Care (e.g. shelters, Family Assistance Centers)
 - h. Reunification
 - i. Distribution of Relief Supplies (e.g. comfort kits, clean up supplies, personal hygiene items)
 - j. Damage Assessment (e.g. aggregate data, virtual, windowpane)
 - k. Mass Fatality (e.g. funeral assistance, Family Assistance Centers)
3. Recovery activities – Provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and needs, including:
- a. Client Casework (e.g. housing, financial assistance, referrals)
 - b. Community Recovery Strategy Development (e.g. Long-Term Recovery Committees, Multi-Agency Shelter Transition Teams)
 - c. FEMA's Direct Case Management Program (e.g. the delivery of recovery services for individuals and families, the sharing of case information, the prevention of the duplication of services)
4. Communication – Keep each other informed of the human needs created by the disaster events and the services being provided, including:
- a. Collaborating in the Emergency Operation Center (EOC)
 - i. At the request of the County, the Red Cross will provide liaison personnel to the County EOC and any jurisdictional EOC's during a disaster or emergency situation.
 - ii. The County will provide facility access and identification, workspace and, whenever possible, other required technical support, such as access to the Incident Management System as necessary for the Red Cross liaison personnel assigned to the EOC.
 - b. Maintaining close coordination and support at all levels and with designated Points of Contact (e.g. in appropriate committees, planning groups, task forces) [See Attachment A]
 - c. Sharing current data regarding disasters (e.g. risk and hazard impact analysis, statistical information, social media verifications, historical information,

emerging needs and trends, damage assessments, disaster declarations, service delivery plans)

5. Recruitment – The County recognizes that the Red Cross is dependent upon public support and, whenever possible, will advocate for the Red Cross in acquiring necessary resources that increase Red Cross capacity, including:
 - a. Donations: Encourage residents to support the Red Cross (e.g. blood donations for hospital patients, volunteering time).
 - b. County Volunteers: Determine any specific Disaster Leave Law, Act or Executive Order that allows for volunteering during a disaster.
6. Other opportunities for cooperation include:
 - a. Facilities: 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.
 - b. Donated resources: Work together to use volunteer hours and donated resources to offset the non-federal cost share, in accordance with FEMA's [PAPPG v.4](#) donated resources policy language (Chapter 6.XIV. page 88-91), when feasible and appropriate.
 - c. The Red Cross will support the County in integrating the efforts of the non-governmental organizations (NGOs) that provide mass care services (e.g. Mass Care Feeding Task Forces) during response operations.
 - d. Repatriation: The Red Cross supports the County at Emergency Repatriation Centers as defined by the State Emergency Repatriation Plan and the MOU with the Department of Health and Human Services.
 - e. Transportation Incidents: Provide services to clients and family members after a Transportation Incident as defined by the MOU with the National Transportation Safety Board.
 - f. Services to Armed Forces (e.g. military bases, veterans)
 - g. International Services Department (e.g. Restoring Family Links, tracing)

IV. General

- a. 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 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.
- b. Both parties will keep the public informed of their cooperative efforts through the public information offices of the Red Cross and the County and Joint Information Center, if activated.

- c. Both parties will widely distribute this partnership agreement within their respective organizations and urge full cooperation.
- d. Both parties will maintain their own identity in providing service. Each organization is separately responsible for establishing its own policies, procedures, and financing its own activities.
- e. Both parties will abide by the Federal and State laws and regulations concerning confidentiality which safeguard information and the participants confidentiality. Both parties will further abide by all Federal and State laws and regulations as relative to data sharing of pertinent information for performance accountability and program evaluation purposes.

V. 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. Both parties shall notify the other if primary points of contact change.

VI. Term and Termination.

This MOU is effective as of the date of the final signing party and shall remain in effect for a period of five years. 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. The Director of Public Health or his or her designee is authorized to execute such written approval on behalf of County. 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.

VII. 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.

Independent Contractor: The American Red Cross is an independent contractor and not an agent, officer, or employee of the County. Neither party shall have any authority, express or implied, to act on behalf of or bind the other party to any obligation whatsoever. No employee, agent, volunteer, or officer of one party shall be deemed, for any purpose, to be an employee, agent, or officer of the other party.

Mutual Hold Harmless: The American Red Cross shall defend, indemnify, and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the American Red Cross, its officers, agents, employees, or

volunteers.

The County of Fresno shall defend, indemnify, and hold harmless the American Red Cross, its officers, employees, agents, and volunteers from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

Signature page follows.

Signature Page

The American Red Cross

The County of Fresno

By:

Lori Wilson
(Signature)

By:

(Signature)

Name:

Lori Wilson

Name:

Ernest Buddy Mendes

Title:

Executive Director American
Red Cross Central Valley
Chapter

Title:

Chairman of the Board of
Supervisors of the County of
Fresno

Date

8/20/25

Date:

Contact information:

Telephone: (559) 240-5532 (work)
(907) 347-8266 (personal)

E-mail: Lori.wilson2@redcross.org

Contact information:

Telephone: (559) 600-4000

E-mail: District4@fresnocountyca.gov

ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

NOTE: When any attachment is updated, the revised attachment is inserted in the MOU. The MOU **does not** need to be signed again.

Relationship Manager Contact*

American Red Cross, Central Valley Chapter		Fresno County OES	
Contact	Amrit Sidhu	Contact	Terri Mejorado
Title	Fresno County Community Disaster Program Manager	Title	Emergency Manager
Office phone	559-881-8940	Office phone	559-600-4068
Mobile	559-881-8940	Mobile	559-284-2532
Email	Amrit.sidhu@redcross.org	Email	tmejorado@fresnocountyca.gov

*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

Operations Contact**

American Red Cross, Central Valley Chapter		Fresno County OES	
Contact	Kaytlin Crough	Contact	Jason Passmore
Title	Senior Community Disaster Program Manager	Title	Emergency Management Specialist
Office	559-499-8352	Office phone	559-600-4068
Mobile	559-499-8352	Mobile	559-281-4825
Email	Katylin.crough@redcross.org	Email	jpassmore@fresnocountyca.gov

**The Operations Contact is the person each organization will call to initiate operations activities as defined in the MOU.

Organization Information

American Red Cross, Central Valley Chapter		Fresno County OES	
Department	Central Valley Chapter of the	Department	Fresno County Office of

MOU between the American Red Cross and The County of Fresno

	American Red Cross		Emergency Services
Address	1300 W Shaw Ave Ste 4B, Fresno, CA 93711	Address	1221 Fulton St, Fresno, CA 93721
Email	CentralValleyChapter@redcross.org	Email	OES@fresnocountyca.gov
Website	https://www.redcross.org/	Website	https://www.fresnocountyca.gov/Departments/Public-Health/Emergency-Services/Office-of-Emergency-Services-OES

ATTACHMENT B

Principles of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Response Programs

Principle Commitments:

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at <http://www.ifrc.org/en/publications-and-reports/code-of-conduct>

The Code Register

The International Federation keeps a public record of all the humanitarian organizations that become [signatories of the code](#). The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the [registration form](#).