

**STATEMENT OF AGREEMENT  
BETWEEN THE  
AMERICAN RED CROSS – CHISHOLM TRAIL CHAPTER  
AND  
THE COUNTY OF WISE**

**I. Purpose**

This statement defines methods of cooperation and coordination between the American Red Cross – Chisholm Trail Chapter, and the County of Wise, relative to disaster preparedness and disaster operations.

**II. Responsibilities**

1. The County of Wise: The County of Wise, (herein referred to as The County) will endeavor to protect the public and to preserve life and property through specific disaster preparedness activities and by conducting and coordinating actual disaster relief operations.
  
2. The American Red Cross – Chisholm Trail Chapter: Through its Emergency Planning, Emergency Preparedness and Emergency Response and Recovery programs, the American Red Cross – Chisholm Trail Chapter, (herein referred to as Red Cross) maintains its capability to take immediate action to provide emergency assistance to any number of people affected by, and emergency workers involved in, disaster or the threat of disaster. Individuals and families who suffer from the effects of disaster may have immediate disaster-caused needs and/or may lack sufficient resources to begin their recovery phase. In times of disaster, the needs of people can be identified by:
  - Emergency Assistance - those of such an urgent need that they must be met immediately.
  - Additional Assistance – those that can be met after appropriate planning has been undertaken by the family and the Red Cross.

In conducting its disaster relief services, the Red Cross represents all people and extends aid in an equitable and impartial manner.

All Red Cross disaster relief assistance is an outright grant made possible by voluntary donations of time and money from the American people.

Disaster victims are responsible for their own recovery, and Red Cross assistance is provided to facilitate and support disaster victims in their recovery. Assistance is based upon addressing disaster-caused need according to the following criteria:

- Resumption of more normal living
- Verification of immediate need
- Identification
- Disaster-caused damage

The Red Cross disaster relief service is delivered in three phases (where applicable):

- Emergency Mass Care Response – The period where shelters are opened for evacuees, mass feeding is provided, damage assessments are conducted, and bulk distribution of relief supplies are provided for disaster victims.
- Emergency Assistance Response – The period when individuals and families received Red Cross assistance on an individual basis to address their disaster-caused emergency needs.
- Additional Assistance Response – When government assistance and other resources are not available to an individual or family, or when such assistance is not adequate to meet disaster-caused needs, the Red Cross may partner with other agencies to provide additional assistance on an individual case-work basis.

Assistance may include disaster relief funds made available through an American Red Cross Client Assistance Card (cash enabled debit card), and/or Disbursing Order (similar to Purchase Order) for food, clothing, temporary shelter, cooking and eating utensils, bedding supplies, cleaning supplies, linens, and other basic needs. In doing so, the Red Cross utilizes all available resources, including those of the family, if they can be used without causing undue hardship; the resources of federal, state, and local government, and private agencies' disaster relief capabilities, in addition to the resources of the Red Cross.

The Red Cross provides disaster welfare inquiries from relatives outside the disaster area, inquiring about their family members that may have been affected by disaster.

The Red Cross refers families to available governmental resources and, if necessary, assists families in making application for such aid.

Whenever possible, Red Cross assistance is channeled through normal commercial establishments in the community in an effort to help restore the disrupted local economy.

All Red Cross help to the disaster victims is an outright grant. No repayment is required or requested. No Red Cross disaster supplies are sold.

### **III. Legal Authorities**

1. The County conducts its disaster preparedness and operations activities under these authorities:
  - A. Texas Disaster Act of 1975, 64<sup>th</sup> Legislature, Article 6889-7 Vernon's Texas Civil Statutes, now Chapter 418 of the Texas Government Code.
  - B. Robert T. Stafford Disaster Relief and Emergency Assistance Act, (as amended) 42 U.S.C. 5121.

- C. Texas Government Code, Chapter 418 (Emergency Management) and Chapter 421 (The Homeland Security Act of 2003).
  - D. County Authority (if any): (NOT APPLICABLE)
2. The Red Cross conducts its Emergency Planning, Emergency Preparedness, and Emergency Response and Recovery operations activities under these authorities:

In providing disaster relief, the Red Cross has both a legal and a moral mandate that it has neither the authority nor the right to surrender. The Red Cross has both the power and the duty to act in disaster, and our prompt action is clearly expected and supported by the public.

Red Cross authority to perform disaster services was formalized when the organization was chartered by the Congress of the United States in 1905. Among other provisions, this charter charged the Red Cross—

*to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same.*

-U.S. Congress, Act of January 5, 1905,  
as amended, 36 U.S.C.

Red Cross authority to provide disaster services was reaffirmed in federal law in the 1974 Disaster Relief Act (Public Law 93-288) and in 1988 in the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

All powers of governance, direction, and oversight of the American National Red Cross are lodged in our Board of Governors. Eight of the Governors are appointed by the President of the United States, 30 are elected by delegates at the Red Cross' annual convention, and 12 are elected by the Board itself as members-at-large. The President of the United States designates one of the eight Governors he appoints as the principal officer of the corporation and Chairman of the American Red Cross. The Chairman presides at all meetings of the Board and is also chairman of the Board's Executive Committee and ex officio member of all other Board committees, except the Audit Committee, formed to assist the Board in its work.

The American National Red Cross is a nationwide network of more than 800 chapters and Blood Services regions dedicated to saving lives and helping people prevent, prepare for and respond to emergencies. Led by 1.2 million volunteers and 30,000 employees, the Red Cross annually mobilizes relief to families affected by more than 72,000 disasters, trains almost 12 million people in lifesaving skills and exchanges more than a million emergency messages for U.S. military service personnel and their families. The Red Cross is the largest supplier of blood and blood products to more than 3,000 hospitals across the nation and also assists victims of international disasters and conflicts at locations worldwide.

#### IV. Methods of Cooperation

1. Emergency Planning, Emergency Preparedness, Emergency Response and Recovery.
  - A. In order to assure continuity in disaster planning, disaster preparedness, emergency response readiness, and any other Red Cross program or service, the Red Cross will seek representation from the County for its Community Liaison Committee (usually the County Emergency Management Coordinator or designee). Likewise, the County will seek Red Cross representation on its disaster planning body.
  - B. The Red Cross and the County will share their written disaster plans. The Red Cross will provide to the County a digital/electronic copy of its most current Disaster Response Plan and its annexes. The digital/electronic copy will be mailed to the Emergency Management Officer/Coordinator and made available in Adobe Acrobat PDF format on CD.
  - C. The County agrees to admit properly identified Red Cross personnel into the disaster impact area to provide Red Cross services.
2. Government Liaison
  - A. During disaster operations, the County will provide space within its Emergency Operations Center for a Red Cross Government Liaison.
  - B. The Red Cross will assign a Government Liaison to the County's Emergency Operations Center or other command post. Specifically, the Government Liaison will perform as the Red Cross Mass Care, Shelter, Human Services Liaison for the County, and other applicable Red Cross activities during EOC Operations. During potential or actual Incidents of National Significance, the National Response Plan – Emergency Support Function #6 provides further detail on American Red Cross primary agency roles and responsibilities.
3. Emergency Mass Care
  - A. Emergency Mass Care – This service involves the coordination of non-medical mass care services to include sheltering of victims, organizing feeding operations, providing emergency aid stations at designated Red Cross Service Delivery Sites, collecting and providing information on victims to family members (Disaster Welfare Inquiry), and coordinating bulk distribution of emergency relief items.
  - B. The County and the Red Cross will cooperatively conduct and maintain an inventory of all buildings which could potentially serve as mass care shelters.

The County will identify and document facilities (shelter list) that are preferred mass care shelter sites (Parks and Recreation Centers, Schools, etc...). The Red Cross and The County will complete a Shelter Agreement for the use as Mass Care Shelters. This agreement specifically identifies the owner/operator of all County owned facilities identified as available Red Cross shelter facilities. The agreement will also identify Facility Management and Shelter Management use responsibilities, utility costs responsibilities, and other aspects of facility usage. The County and the Red Cross will also complete a Shelter Survey for each identified facility included in the Shelter Agreement (a physical site visit by a Red Cross representative to complete a survey document about each facility).

- C. When the need for mass care shelters occur, the County and the Red Cross cooperatively designate one or more mass care shelter facilities based upon anticipated need.
- D. The Red Cross will retain administrative and financial control of the mass care activities it provides. The Red Cross will assign a Shelter Manager to each Red Cross mass care shelter for this purpose and will assume responsibility for the cost of providing Red Cross shelter and feeding operations.

4. Disaster Damage Assessment

- A. The Red Cross and the County agree to exchange and share damage assessment information and to conduct assessments cooperatively to the extent possible.
- B. The County agrees to admit properly identified Red Cross personnel into the disaster impact areas for the purpose of conducting Red Cross disaster damage assessments.

5. Direct Assistance to Families

- A. The Red Cross provides direct assistance to disaster victims as defined in Section II Responsibilities, Paragraph 2 above. In carrying out any relief activities, the Red Cross will exercise administrative and financial control over its own operations.
- B. The County will assist the Red Cross in establishing disaster service centers (if Red Cross deems it necessary to open community disaster service centers during or after a disaster) by providing use of County owned facilities as available and requested.

6. Fund Raising: The Red Cross may initiate fund raising activities in the affected areas in accordance with existing fund raising ordinances and agreements.

7. Recurrent Local Disasters

- a. The County will notify the Red Cross (refer to Appendix A - Notification and Contact) of recurrent local disasters (such as house fires, multi-unit apartment fires, or other natural occurring or man made disasters, etc...) where families or individual(s) will require immediate assistance.
- b. The Red Cross will dispatch its Disaster Action Team to recurrent local disasters within two (2) hours of incident notification to meet the emergency needs of the affected families or individual(s).
- c. The Red Cross will, upon request, provide emergency canteen services to firefighters, and other emergency workers at the scene of recurrent local emergencies or disasters (includes extended law enforcement managed emergencies).

8. Notification and Contact, Modification and Cancellation  
(Reference Appendix A)

9. Coordination and Planning of Assistance under Agreement

The County hereby authorizes and directs its Emergency Management Coordinator and his or her staff, and Red Cross hereby authorizes and directs its designated officers or employee, to mutually plan for, establish, and coordinate the details of implementing and furnishing the services and assistance agreed to be provided in the Agreement.

10. Term, Amendment or Cancellation of Agreement

This Agreement shall continue in effect until terminated by either party hereto, by such party giving the other party thirty days written notice (see Appendix A – Modification and Cancellation contact information). This Agreement's Appendix A shall be reviewed annually and modified as appropriate.

11. Mutual Responsibility and Preservation of Defenses

The County agrees to and accepts full responsibility for the condition and maintenance of its premises, and the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or contract laborers in performing services under this Agreement with the Red Cross. The Red Cross agrees to and accepts full responsibility for negligence, of all Red Cross's employees and agents, performing services under this Agreement which result in Bodily Injury, Death, or Property Damage. It is further agreed that if a claim or liability should arise from the joint or concurrent negligence of both parties hereto, it shall be borne by them comparatively in accordance with the laws of the State of Texas.

This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas including, without limitations, the defense of governmental immunity and the limitations or liability imposed during times of disaster and emergency by applicable laws.

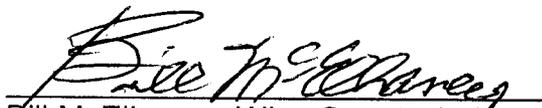
12. Severability

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

**Endorsement**

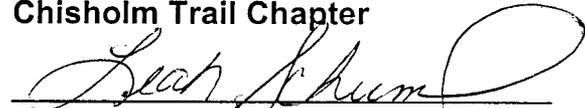
The undersigned officers hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that the necessary ordinances, resolutions, orders or other actions extending said authority have been duly passed and are now in full force and effect and, by their signatures hereto, bind themselves to the faithful performance of this Agreement.

**County of Wise, Texas**

  
Bill McElhaney, Wise County Judge

Date 03/27/2007

**American Red Cross  
Chisholm Trail Chapter**

  
Leah Schumann  
Director, Emergency Services  
American Red Cross  
Chisholm Trail Chapter

Date 4/17/07

  
Paul Cunningham  
Wise County Emergency Management  
Coordinator and Fire Marshall

Date 04-05-07

  
Beth Boyd  
Response Manager  
American Red Cross  
Chisholm Trail Chapter

Date 4/17/07

**STATEMENT OF AGREEMENT  
BETWEEN THE  
AMERICAN RED CROSS – CHISHOLM TRAIL CHAPTER  
AND  
THE COUNTY OF WISE**

**Appendix A  
Notification and Contact, Modification and Cancellation**

**I. Notification and Contacts**

1. The County will alert the American Red Cross – Chisholm Trail Chapter promptly of actual or potential disasters **during normal business hours at: (817) 336-8718**
2. The County will alert the American Red Cross – Chisholm Trail Chapter promptly of actual or potential disasters **after normal business hours at: (214) 678-4800, or (877) 505-4800**
3. The Red Cross may contact the County's Emergency Operations Center (EOC) at:
  - A. The County Emergency Management Coordinator (EMC) may be reached during normal business hours at **(940) 627-5870**.
  - B. After normal business hours, the County Emergency Management Coordinator (EMC) may be reached at **(Cell) (940) 393-9807**.

**II. Modification and Cancellation**

This Agreement shall be reviewed annually and modified (requiring a revised agreement document to be agreed upon and endorsed) as appropriate. The Agreement may be cancelled by either party through written notice to the other by notifying the following persons at the following addresses:

<b>The County</b> Wise County Judge P. O. Box 393 Decatur, Texas 76234	<b>The Red Cross</b> Beth Boyd Response Manager American Red Cross – Chisholm Trail Chapter 1515 S Sylvania Ave. Fort Worth, TX. 76111
---	--