MEMORANDUM OF AGREEMENT (MOA)

Between the
Federal Emergency Management Agency/
U.S. Department of Homeland Security
and the
American Red Cross

I. PARTIES
The parties to this Agreement are the Federal Emergency Management Agency /United States Department of Homeland Security (collectively FEMA) and the American Red Cross (ARC). FEMA and ARC work closely together on a broad range of issues that include disaster response and recovery, as well as readiness and preparedness for disasters and other emergencies. FEMA and ARC have designated roles and responsibilities in the National Response Framework (NRF).

In the NRF, FEMA is designated as the Coordinator and the Primary Agency for Emergency Support Function #6 (ESF-6), which encompasses Mass Care, Emergency Assistance, Housing, and Human Services. This agreement sets the framework for ARC, an ESF-6 Supporting Agency which is recognized as a subject matter expert in mass care, to serve as co-lead for the mass care component of ESF-6. This MOA sets forth the responsibilities of the two entities in more detail, particularly related to the mass care functions.

A. FEMA

1. PRIMARY MISSION:

   The primary mission of FEMA is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.

2. SPECIFIC ACTIVITIES:

   In support of the primary mission of FEMA, the Administrator shall:

   a. lead the Nation's efforts to prepare for, protect against, respond to, recover from, and mitigate against the risk of natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents;
   b. partner with State, local, and tribal governments and emergency response providers, other Federal agencies, the private sector, and nongovernmental organizations to build a national system of emergency management that can effectively and efficiently utilize the full measure of the Nation's resources to respond to natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents.
B. American Red Cross

The Red Cross is a non-profit, humanitarian organization, chartered by an Act of Congress, that provides emergency relief to survivors of disasters and helps people prevent, prepare for and respond to emergencies. The American Red Cross national headquarters is located in Washington, D.C. and is responsible for the policies and procedures that govern the activities of its chartered units, including administrative and technical supervision and guidance.

Through its nationwide organization, the American Red Cross coordinates its resources for use in disaster relief. Disaster relief assistance includes emergency assistance for families and individuals with urgent and verified disaster-caused losses that prevent them from meeting their own basic needs, and the promotion of their recovery.

The American Red Cross affirms its purpose and intent to continue providing service to those affected by disaster. It maintains its status as an independent, voluntary organization dedicated to fulfilling the emergency preparedness and relief roles and responsibilities entrusted to it by Congress and consistent with the Fundamental Principles of the International Red Cross and Red Crescent Network. It works in partnership with a broad range of non-government organizations (NGOs), private sector entities and appropriate local, state and federal government entities in providing services to the American people. In providing these services, the American Red Cross fulfills its humanitarian mission, acting on its own behalf and not on behalf of the United States government or any other government entity.

The Red Cross provides disaster services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status.

II. Authority

The Agreement is authorized pursuant to provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); 42 U.S.C. § 5121-5207; Executive Order 12148, as amended; and Code of Federal Regulations, 44 C.F.R. Part 206.

Congress charged the American Red Cross in its Charter “to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, flood, and other great national calamities, and to devise and carry on measures for preventing the same....” 36 U.S.C. § 300101.
III. PURPOSE
The purpose of this MOA is to outline the areas of mutual support and cooperation in mass care readiness, and including response activities for a Presidentially declared disaster or emergency under the Stafford Act.

IV. RESPONSIBILITIES
A. Both FEMA and ARC Will:

1. Assist states in their planning, coordinating and/or executing mass care services - specifically congregate care activities including sheltering, feeding, functional needs support, household pet and service animal support, distribution of emergency supplies, and reunification services by integrating strategies with other mass care stakeholders to determine most critical needs, conducting state mass care capability assessments, conducting joint training and exercises to improve and evaluate mass care capabilities, and providing mass care technical assistance to states and non-governmental organizations during preparedness, disaster response and recovery phases.

2. Establish common goals to enhance mass care/emergency assistance, preparedness and response capabilities and jointly develop annual work plans and resource requirements to build national capacities. Such plans will include curriculum development, training delivery and technologies. The first to occur within 45 days of the execution of this agreement.

3. Encourage and support joint initiatives for personal and community preparedness and mitigation of all-hazard risks through planning, outreach, education, and local community involvement both before and after disasters occur.

4. Support the National Voluntary Organizations Active in Disasters (National VOAD). In addition, ARC will encourage its chapters to work with community organizations to form and participate in state and local VOADs.

5. Jointly develop and execute, as appropriate, training, exercises, workshops and common terminology by:

a. Sharing information about existing disaster-related exercise and training opportunities.

b. Jointly participating in disaster-related exercises and training opportunities.

c. Jointly developing mass care training and exercises and, where appropriate, co-branding courses and trainings related to mass care. The use of the names and emblems of the respective parties by the
other shall be allowed only in the case of particular projects undertaken pursuant to prior expressed written agreement of each party, when such projects are in conformity with each party's respective policies and/or regulations.

6. Develop tools and reports for information sharing during a disaster.

   a. Jointly share emergency management information and reports, such as Geographic Information System (GIS) disaster products, community demographics, and community resources, as appropriate.

   b. Regularly share reports, policies, guidance manuals, brochures, videos, and other information and training resources.

   c. Work together to maximize use of common terminology and definitions concerning damage assessment, share assessment information collected during disasters, and coordinate damage assessment teams.

   d. Share information with one another in a timely manner, including but not limited to daily operations information; data concerning the location, population and operations of all ARC and non-ARC shelters; and other information which the parties may later agree to share in order to carry out their respective missions.

   e. Each party respects the right and obligation of the other to define and protect any category of information that it deems to be of an internal use only, confidential in nature, or otherwise restricted from release unless its release is required by law.

   f. Work together to integrate mass care systems for congregate care facilities, and family reunification.

7. Coordinate closely on public messaging and aligning messaging, as appropriate.

8. Contribute to the public awareness of the partnership between FEMA and ARC and ensure reciprocal communication flow by performing the following as appropriate or as needed:

   a. Informing and including one another in key national emergency planning and coordination initiatives.

   b. Referencing each entity in publications and announcements, as appropriate.

   c. Encouraging tribal, territorial, and state emergency management agencies to act collaboratively with their ARC counterparts and FEMA regional offices.
d. Encouraging the private sector to act collaboratively with both entities.

e. Ensuring collaborative representation in the Joint Information Center and other incident coordination calls during relief operations when these disaster operational functions are activated.

f. Ensure representatives from both FEMA and ARC are invited, as appropriate, to operate from each other's facilities:

- ARC representatives invited to operate from FEMA facilities such as the National Response Coordination Center (NRCC), the Regional Response Coordination Centers (RRCC), Joint Field Offices (JFO), and Disaster Recovery Centers (DRC) on relief operations when activated.

- FEMA representatives invited to operate from ARC Disaster Operations Center (DOC) and Disaster Relief Headquarters (as appropriate) when activated and include FEMA in appropriate planning and strategy discussions.

g. Inviting ARC representatives to participate in senior-level disaster Video Teleconference Calls (VTCs), as appropriate.

9. Collaborate to ensure that software designed to support mass care and other activities will adhere to a common data standard to allow an exchange of information, while remaining compliant with DHS/FEMA IT and Cyber Security policies, Privacy Act requirements, other applicable Federal laws and regulations, and Red Cross policies and standards.

10. According to established protocols, ensure that FEMA staff and contractors are provided access to Red Cross shelters so that disaster survivors may apply for Federal programs and assistance.

B. FEMA Will:

1. Coordinate through the FEMA Individual Assistance Division, to assist ARC with access to other FEMA Directorates/Offices, DHS and other Federal agencies/departments to ensure open communication and cooperation with ARC and its Chapters.

2. Retain the responsibility and authority for coordinating and directing federal assets (e.g. determining need for and issuing mission assignments) during response operations.

3. Establish mechanisms and plans for reimbursing the Red Cross as a service provider, where appropriate, to support certain disaster-related activities the Red Cross may provide at the request of FEMA. Separate
written agreements will be negotiated and executed for any such reimbursable activity.

4. Participate on ARC committees and/or working groups, as appropriate.

5. Designate the Individual Assistance Division Director, or a designee, as the senior FEMA liaison to ARC. The senior FEMA liaison is responsible for effectively integrating ARC across all relevant elements of FEMA, as applicable.

6. Engage in joint projects with ARC, as appropriate, that promote efficient and effective public service in emergency management.

7. Assist ARC with its organizational capacity development including communications strategies and other efforts, as appropriate.

8. Cooperate, as appropriate and consistent with FEMA policy and Federal regulations regarding donations management, with ARC and other National VOAD organizations regarding the release of government purchased or donated goods that have been declared excess.

9. Assist ARC in disaster response and recovery activities by facilitating the temporary use of FEMA facilities, equipment and supplies, as appropriate, when ARC is engaged in providing relief during and after a major disaster or emergency, insofar as governmental regulations, resources, and priorities allow. Separate use agreements may be implemented, as appropriate, to document specific requirements and terms.

10. Allow ARC or ARC Chapter representation within FEMA Disaster Recovery Centers (DRC), as appropriate and pursuant to FEMA regulations and policies, to provide information about assistance available from ARC chapters and other voluntary organizations actively involved with recovery efforts of that disaster.

11. Partner with ARC to facilitate better coordination with other NGOs providing mass care services during disasters.

C. American Red Cross Will:

1. Take a leadership role in working with other NGOs and the private sector to bring together service providers for mass care to assist in planning, preparedness and response efforts.

2. Co-Lead with FEMA Regional staff to support states and communities in development of mass care plans that assimilate the capabilities and needs of diverse NGOs in disaster preparedness and response.
3. Co-Lead with FEMA, National VOAD organizations and other mass care support agencies to develop and promulgate a National Mass Care Strategy.

4. Create forums to build teamwork and to address specific opportunities related to the mass care mission or to address issues of relevance to the NGO community or FEMA.

5. Foster joint training, terminology, standards and strategies for mass care among states and the NGO community.

6. Assist and engage FEMA HQ and Regional staff to ensure close collaboration with readiness and response operations.

7. Red Cross will coordinate with other voluntary organizations to ensure that disaster survivors who are not eligible for FEMA assistance receive all available referrals and support for housing, emergency financial assistance, medical support, replacement of personal items.

8. Coordinate with, support, and report on mass care activities of organizations engaged during federally declared operations.

9. Disseminate FEMA emergency management information, as appropriate, through its chapters and disaster relief operations.

10. Facilitate linkages among government agencies, the business community, and other private non-profits that enhance preparedness for coordinated future relief efforts.

11. Participate, at the Chapter level, in the creation and development of community long-term recovery strategies.

12. Designate the Vice President, Readiness and Capacity Development, or a designee, as the senior ARC liaison to FEMA. The senior ARC liaison is responsible for effectively integrating FEMA across all relevant elements of ARC, as applicable.

13. Support FEMA in the development of FEMA courses, as necessary.

14. Actively participate with FEMA during ESF-6 activations in operations centers including the NRCC, RRCCs and State Emergency Operations Centers (EOCs), as needed. Provide accurate, relevant information and reports on the activities of ARC during NRCC Video Teleconferences and other coordination meetings, as requested.

15. Distribute donated resources, as applicable, that are provided by FEMA from foreign sources to individuals affected by disasters.
16. Appropriately use and safeguard any registrant information it receives from FEMA’s Disaster Recovery Assistance Files System of Records, 74 Federal Register 48763 (September 24, 2009), which is subject to the Privacy Act of 1974, 5 U.S.C. §552a. Further, ARC agrees to and understands that it shall not alter or further disclose such information. Separate written agreements will be negotiated and executed for ARC’s use and access to FEMA’s Disaster Recovery Assistance Files via the FEMA Disaster Assistance Improvement Program (DAIP). This will enable requested registrant information to be shared among ARC/ Coordinated Assistance Network (CAN) members in full compliance with the Privacy Act.

17. Encourage other NGOs and tribal, territorial, state, and local leaders to work closely with FEMA Regional and field staff in convening meetings and conference calls in response to federally declared disasters and to share information about field disaster response, recovery, and mitigation activities with FEMA.

18. Actively participate upon invitation in various mass care working groups and both National and Regional interagency committees, as appropriate.

V. POINTS OF CONTACT

A. FEM A
   Mark Askey
   Mass Care/Emergency Assistance Branch Chief
   Individual Assistance Division
   FEMA Recovery Directorate
   500 C St., SW
   Washington, DC 20472
   Telephone: 202-212-1158; fax: 202-212-1005
   Email: Mark.Askey@dhs.gov
   www.fema.gov

B. A RC
   Larry Decker
   Director, Government Operations
   American Red Cross
   2025 E Street, NW
   Washington, DC 20006
   Telephone: 202-303-4394; fax: 202-303-6500
   Email: DeckerL@usa.redcross.org
   www.redcross.org
VI. OTHER PROVISIONS

A. Nothing in this MOA is intended to conflict with current law or regulation or the directives of FEMA or DHS. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

B. Nothing in the MOA is intended to restrict the authority of either party to act as provided by law, statute, or regulation.

C. Nothing in this MOA shall be interpreted as affording FEMA or ARC any role in the content or programming decisions of the other entity.

D. In order to facilitate and accomplish the goals and objectives set forth in this MOA, ARC and FEMA will meet as necessary and appropriate to discuss issues of mutual interest and assess progress in accomplishing the desired objectives.

E. The use of Federal facilities, supplies, and services undertaken under this MOA will be in compliance with regulations promulgated by FEMA under the Stafford Act guaranteeing non-discrimination and prohibiting duplication of benefits (see Code of Federal Regulations, 44 C.F.R. § 206.11 and § 206.191 respectively).

F. This MOA is between FEMA and ARC and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against ARC, its chapters, its Board of Directors, and any of its staff.

G. This MOA creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This MOA is not intended to be enforceable in any court of law or dispute resolution forum.

H. The parties will use or display each other’s name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party.

I. This MOA is not a fiscal or funds obligation document.

VII. EFFECTIVE DATE
The terms of this MOA will become effective on the date of the last signature by the parties as indicated on the signature page of this MOA.

VIII. MODIFICATION
This MOA may be modified upon the mutual, written consent of the parties.
IX. SUPERSESSION
This MOA supersedes the Memorandum of Understanding between the parties that was executed on May 30, 2006.

X. TERMINATION
This MOA will remain in effect until July 31, 2015. The term may be extended by written agreement of the parties. In addition, either party may terminate this MOA upon sixty (60) days written notice to the other party.

APPROVED BY:

W. Craig Fugate  
Administrator  
Federal Emergency Management Agency

Date: 10/ 22/2010

Gail J. McGovern  
President and CEO  
American Red Cross

Date: 10/ 22/2010