

MEMORANDUM OF UNDERSTANDING

between

The City of San Marino
2200 Huntington Drive
San Marino, CA 91108



&

THE AMERICAN RED CROSS, LOS ANGELES REGION
4150 S. CENTRAL AVE.
LOS ANGELES, CA 90021

This Memorandum of Understanding (“MOU” or “Agreement”) is made as of **APRIL 9, 2025** (the “Effective Date”), by and between **THE AMERICAN RED CROSS, LOS ANGELES REGION** (“Red Cross”), and the City of San Marino (“City”), a California municipal corporation, (collectively, “the Parties”). Its purpose is to document the

understanding and relationship between the Parties, and provide a broad framework for cooperation between the Parties in:

- Rendering assistance and service to survivors of disaster, so as to meet the disaster-caused emergency needs of the residents and guests of the City;
- Readiness and response activities, including planning, training, and human and logistical resource support; and
- Other activities which may be mutually beneficial.

AGREEMENT

1.0 Independence of Operations

Each Party to this MOU will maintain its own identity in providing service. Each Party is separately responsible for establishing its own policies and financing its own activities. Consultant shall provide those services ("Services") set forth in the attached Exhibit A.

2.0 Methods of Cooperation

Per the United States Department of Homeland Security, National Response Plan (January 2016), the Red Cross is a supporting agency to the mass care functions of Emergency Support Function (ESF) #6. While it does not direct other Non-Governmental Organizations ("NGOs"), the Red Cross takes the lead in integrating the efforts of the National NGOs that provide mass care services during response operations.

The City of San Marino, recognizing this role, desires to maintain a harmonious and cooperative relationship with the Red Cross in providing disaster relief services to the entire community affected by a disaster. In order that the resources of the Red Cross and the City may be coordinated and used to the fullest advantage in rendering disaster relief, the Parties agree to the following points. Additionally, upon the written agreement of the Parties, these points may be further expanded upon under separate annexes to this Agreement.

2.1. The Red Cross shall have a standing position in the City's Emergency Operations Center ("EOC") upon activation of the EOC at levels I and II, which include the participation of other City departments and outside agencies. This role shall exist in the Mass Care Branch of the Operations Section. Specifically, the Red Cross representative(s) shall report directly to the EOC to work in the American Red Cross Unit of the Mass Care Branch as the Red Cross Agency Representative. In certain situations, the Red Cross may be invited by the City to perform other roles within the EOC.

2.2. As described in the City of San Marino, Emergency Operations Plan, a designee of the City, as the EOC Operations Section/Mass Care Branch Director, will contact the Red Cross, San Marino Region who will work with the City Emergency Management ("Emergency Management"), and San Marino Unified School District

("SMUSD") to select suitable and accessible shelter site(s) in the City for people requiring emergency shelter.

2.3. The Red Cross will be notified to provide an Agency Representative for any incident in which the City is supporting mass care functions. The Agency Representative will act on behalf of the Red Cross, within an Incident Command or EOC structure. The Agency Representative will initially report to the Liaison Officer, either at the Command Post or at the City EOC.

2.4. The City will, as appropriate, be invited to participate in the Red Cross Region EOC or District EOC(s) activation as an Agency Representative, or to participate in any field operations structure under the control of the Red Cross.

2.5. The City will invite the Red Cross to attend all post-EOC Activation After-Action Report meetings for Level I and II EOC activations, and/or to provide input for inclusion in any After-Action Report documents for incidents in which the Red Cross participated.

2.6. The Red Cross will provide training, as necessary, to any City agency or employee to ensure they correctly understand the roles, responsibilities, and limitations of Red Cross disaster relief services.

2.7. The City will provide internal training to its employees to ensure they understand the roles and responsibilities of the City in support of shelter operations.

2.8. Pursuant to the California Disaster Services Worker (DSW) Act, civilian employees may be reassigned as DSWs to assist with duties associated with mass care, sheltering and other support functions during the aftermath of any local disaster. The Parties mutually agree that the assignment of City employees as DSWs will be based on the operational needs of the City. DSW assignments may include performing duties at mass care locations where Red Cross has staff assigned. DSWs may be tasked to work along with Red Cross staff to assist with functions such as mass care sheltering, feeding, distribution of emergency supplies, assigning volunteers to assignments, warehouse activities, etc.

2.9. The Red Cross will provide City access to Red Cross mass care, shelter training and preparedness activities that will provide City employees with basic knowledge and skills in sheltering and other Red Cross support functions in order to best prepare employees whose facilities are or may be used to support mass care, or who may serve as DSW workers, as described above. The City and the Red Cross will jointly promote the training for City employees through the DSW webpage and through individual departments. Shelter training will be required for RAP staff as identified by the RAP General Manager or designee.

2.10. The City will provide training to Red Cross staff in EOC Operations Section roles and responsibilities.

2.11. Pursuant to a separate written agreement and at its sole discretion the City may make available to the Red Cross certain City facilities for the Red Cross to use to pre-stage disaster relief supplies.

2.12. Pursuant to a separate written agreement and at its sole discretion, the City may make available to the Red Cross certain City facilities for the Red Cross to use to support its preparedness activities (e.g. training, community events, forums, outreach fairs, etc.).

2.13. The City and the Red Cross will mutually ensure that disaster relief operations within the City are equally accessible to people with disabilities and others with access and functional needs.

2.14. The City and the Red Cross shall work together to ensure the most accurate information regarding services, processes and points of contact is available in all City and Red Cross disaster plans and procedures.

2.15. Close liaison will be maintained between the Red Cross and the City by conference calls, meetings, telephone, facsimile, electronic messaging, and other means. Each Party will share current information regarding disasters, disaster declarations, and changes in regulations, legislation and protocols related to disaster relief.

2.16. The City agrees to supply the Red Cross with lists of City Emergency Management Coordinators and related staff whenever there is a change. The Red Cross agrees to supply the City with Chapter contact information including work, cell and home phone numbers, and e-mail information.

2.17. The Red Cross and the City will participate in one another's training programs and exercises, as appropriate.

2.18. The Red Cross and the City will work together to provide mitigation and community disaster education within the City. Cooperative efforts may include distributing preparedness education materials to targeted populations within the community in accordance with the provisions of Section IV(a) of this Agreement, or requesting that local residents be encouraged to take part in pre-disaster planning and work with the local chapter. The City and the Red Cross will ensure all materials for their respective agencies are made available in accessible formats for people with disabilities and others with access and functional needs.

2.19. Both City employees and Red Cross workers will work cooperatively at the scene of a disaster and in disaster recovery, within the scope of their respective roles and duties, and approved policies and procedures.

2.20. Pursuant to a separate written agreement between the Parties, the Red Cross and the City will collaborate and support the City's efforts towards preparing the community to be more resilient in the face of a disaster.

2.21. The Red Cross and the City will actively seek to determine other areas or services within their respective organizations where cooperation and support will be mutually beneficial, and to amend this Agreement accordingly to include those additional areas or services.

2.22. City Emergency Management, law enforcement or fire service field-level incident commanders will contact the ARC Duty Officer as needed for shelter operation coordination regarding local incidents that do not require activation of the EOC but may require ARC assistance.

3.0 General

3.1. Both Parties agree not to use or display any trademarks of the other without first receiving 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 this 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 other proposed use of the trademarks to the "owning Party" for review in advance of dissemination or publication.

3.2. The Red Cross and the City will keep the public informed of their cooperative efforts.

3.3. The Red Cross and the City agree to widely distribute this MOU within their respective agencies and administrative offices of each organization and urge full cooperation.

3.4. The Red Cross and the City will allocate responsibility for any shared expenses in writing in advance of any commitment or expenditure. In the absence of any such written agreement, each Party shall bear its own costs and expenses exclusively.

4.0 Periodic Review and Analysis

Representatives of the Red Cross and the City will jointly evaluate their progress in implementing the provisions of this MOU on a three (3) year basis, and revise and develop new plans or goals as appropriate.

5.0 Term and Termination

This MOU is effective April 9, 2025, and expires April 9, 2028. Six months prior to termination, the Parties shall meet to review the progress and success of the provisions of this MOU and determine whether it shall be extended for an additional three (3) years. In no event shall any single extension of this MOU be for a term exceeding three (3) years.

This Agreement may be terminated by either Party at any time, with said termination becoming effective fourteen (14) days following receipt of written notice of such termination. Should this Memorandum of Understanding expire without renewal by

operation of law, both Parties agree to continue operations as outlined herin until such time this Memorandum may be renewed unless written cancellation is received

Unless the Parties agree in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including without limitation any website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant hereby assigns to City all rights of ownership to the Work Product, including but not limited to any and all related intellectual property and proprietary rights that are not otherwise vested in the City pursuant to this paragraph.

6.0 Miscellaneous

Neither Party to this MOU has the authority to act on behalf of the other Party or bind the other Party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

7.0 Signatures

We, the undersigned, do hereby consent to this MOU and hereby agree by its terms and conditions. By:

CITY OF SAN MARINO

By: _____

Philippe Eskandar
City Manager

Attest:

By: _____

City Clerk

Approved as to Form:

By: _____

Joseph Montes
City Attorney

AMERICAN RED CROSS, LOS
ANGELES REGION

By: _____

(Sign)

Name: _____

(Print)

Title: _____

(Print)