

MEMORANDUM OF AGREEMENT
BETWEEN
THE AMERICAN RED CROSS
AND
THE DEPARTMENT OF HOMELAND SECURITY /
FEDERAL EMERGENCY MANAGEMENT AGENCY

I. **PARTIES.** The parties to this Agreement are the American Red Cross (Red Cross) and the Department of Homeland Security / Federal Emergency Management Agency (DHS/FEMA).

A. Federal Emergency Management Agency (DHS/FEMA)

1. **PRIMARY MISSION:** The primary mission of DHS/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 (6 U.S.C. § 313(b)(1)).
2. **SPECIFIC ACTIVITIES:** In support of the primary mission of DHS/FEMA, the DHS/FEMA 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 (6 U.S.C. § 313(b)(2)(A)); and
 - b. partner with state, local, tribal, and territorial governments and emergency response providers, with other federal agencies, with the private sector, and with non-governmental organizations (NGOs) 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 (6 U.S.C. § 313(b)(2)(B)).

B. American Red Cross (Red Cross)

1. **PRIMARY MISSION:** The Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.
2. **SPECIFIC ACTIVITIES:** The Red Cross is a non-profit, humanitarian organization, chartered by an Act of Congress, and funded primarily by donations from the American public. It provides emergency relief to survivors of disasters and helps people prepare for, respond to, and recover from emergencies.

Through its nationwide organization, the Red Cross coordinates its resources for use across the disaster cycle. Disaster Cycle Services include individual, family, and community preparedness tools, life-sustaining mass care services for families and

individuals with urgent disaster-caused losses that prevent them from meeting their own basic needs, and the promotion of individual, family, and community recovery.

The 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 NGOs, private sector entities and appropriate state, local, tribal, territorial and federal government entities in providing services to the American people.

The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status, or political affiliation.

- II. **AUTHORITY.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), P.L. 93-288, as amended at 42 U.S.C. §§ 5121-5207; the Homeland Security Act of 2002 (Homeland Security Act), P.L. No. 107-296, as amended, 6 U.S.C § 313 and 6 U.S.C.§314; Executive Order 13286; Executive Order 12148, Federal Emergency Management, as amended; Code of Federal Regulations, 44 C.F.R. Part 206; and DHS Delegation 9001.1.

Congress charged the 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 Agreement is to set forth the terms by which the Red Cross and DHS/FEMA will cooperate to carry out their respective responsibilities with respect to disaster preparedness, operational readiness, response, and recovery operations in the event of a natural disaster, act of terrorism, or man-made disaster.

The Red Cross and DHS/FEMA will collaborate to support state, local, tribal, and territorial governments and provide direct, coordinated, and survivor-centric delivery of services to individuals, families, and communities throughout all phases of the disaster cycle, in order to enable each other to better achieve both organizations' missions and desired outcomes while staying true to their unique values and principles.

This Agreement is intended to supplement and work together with other official planning documents that describe the parties' respective roles and responsibilities in the disaster cycle, including but not limited to the National Response Framework, the National Disaster Recovery Framework, the associated Support Annexes, Information Sharing Access Agreements, Inter-Agency Reimbursable Work Agreements, Federal Interagency Operational Plans, and other published federal plans and strategies.

IV. RESPONSIBILITIES.

A. Both the Red Cross and DHS/FEMA will, as appropriate and within their respective legal authorities:

1. Enhance cross-agency coordination:

- a. Meet, establish common goals, and develop implementation plans as appropriate, to review issues of mutual interest, assess progress, and accomplish the responsibilities set forth in this Agreement.
- b. Continually seek opportunities for Red Cross staff and volunteers and DHS/FEMA staff and FEMA Corps members to collaborate, leverage the unique strengths of their organizations, extend reach and trust, improve the alignment of business and operational processes and practices, and improve the coordination of activities and programs.
- c. Encourage state, local, tribal, and territorial emergency management agencies, as well as the private sector and NGOs, to act collaboratively with their Red Cross counterparts and DHS/FEMA Regional offices.
- d. Collaborate with other organizations across the public, nonprofit, and private sectors, and coordinate personnel, subject matter expertise, resources, programs, and activities across nationwide, regional, and community-based networks.
- e. Coordinate to more efficiently collect, share, and analyze aggregate data and situational awareness. Ensure reciprocal communication flow and develop processes and tools for regular and timely sharing of reports, policies, guidance manuals, brochures, videos, and other items such as Geographic Information System (GIS) and other disaster management products.
- f. Collaborate to ensure that existing technology and software development efforts allow for information sharing, so that the parties may exchange information as permitted by law and each party's policies, standards, and privacy requirements.
- g. Contribute to the public awareness of the relationship between, and opportunities for collaboration with, the Red Cross and DHS/FEMA by referencing each other in publications and announcements, and on web-based platforms such as websites and social media channels, and by coordinating closely on and aligning public messaging in steady-state, as well as before, during, and after notice and no-notice events.
- h. Lead by example in committing to develop, promote, and deliver survivor-centric, fully inclusive, universally accessible, and integrated emergency management programs, and services to the whole community. This includes convening people with disabilities, people with access and functional needs, first responders, and government and community partners and leaders, in order to achieve accessible and effective communications, information, services, programs, and facilities.

2. Support and coordinate preparedness activities:

- a. Jointly support and promote priority projects and programs, major awareness campaigns, and community-based initiatives, such as but not limited to the Red Cross Home Fire Program, Prepare with Pedro, Community Emergency Response Teams, the Ready campaign and National Preparedness Month.
- b. Encourage and support joint initiatives for individual, organizational, and community preparedness and mitigation of all-hazard risks through identification of gaps in preparedness, and opportunities to fill gaps through accessible and inclusive planning, outreach, education, and whole community involvement before, during, and after disasters.
- c. Jointly develop public, co-branded preparedness materials and collateral, including, but not limited to, brochures, pamphlets, and training curriculum materials.
- d. Proactively and regularly share pertinent information, such as research on protective actions, subject matter expertise, data, survey results, and best practices, to ensure consistent public-facing messaging and guidelines aimed at motivating youth, households, neighborhoods, and organizations to take action to become better prepared and enhance personal and community resilience.
- e. Work together to innovate, develop, and promote technology-based preparedness tools and products, including, but not limited to, mobile applications, webpage interfaces, databases, social media applications, GIS mapping technology, and digital humanitarianism platforms. Jointly share new ideas and practices for engaging individuals through handheld devices, computers, and future technologies.
- f. Develop productive partnerships in preparedness among stakeholder agencies and organizations throughout the disaster cycle. Support initiatives and forums for collaboration.

3. Support and coordinate operational readiness activities:

- a. Promote and share relevant training and professional development opportunities for employees and volunteers, such as but not limited to shelter management training, first responder and medical training at the Center for Domestic Preparedness, as well as DHS/FEMA Emergency Management Institute independent study and resident programs and related course material.
- b. Participate in, and communicate about levels of engagement in, bilateral and multi-agency deliberate planning efforts and seminars, workshops, tabletop exercises, functional exercises, and full-scale exercises.
- c. Jointly develop, execute, and co-brand (as appropriate) assessments, gap analyses, deliberate planning efforts, training, and/or exercises.
- d. Encourage the participation of state, local, tribal, and territorial governments in

multi-jurisdictional planning and exercise efforts.

- e. Work together to align processes and procedures, maximize use of common terminology, and share specifications and criteria for logistics supplies and damage assessment to improve readiness and enable coordination during response and recovery.
- f. Collaboratively develop tools, guides, and service delivery standards to support state, local, tribal, and territorial governments' and other partners' ability to deliver mass care services.
- g. Work with partner and other support organizations to promulgate the National Mass Care Strategy (NMCS), including the strategic goals of developing common terminology, increasing mass care capabilities and capacities, and cataloguing best practices for accessible, inclusive, and improved nationwide service delivery.
- h. Increase federal Interagency readiness to fulfill Emergency Support Function (ESF) #6 responsibilities as defined by the National Response Framework (NRF) and Response Federal Interagency Operations Plan (FIOP) by convening ESF #6 support agencies, assisting agencies in developing procedures for implementing FIOP responsibilities, and identifying multi-agency capacity to fulfill responsibilities.
- i. Increase the Red Cross and federal interagency readiness in support of recovery core capabilities; fulfill responsibilities within the Recovery Support Function Leadership Group (RSFLG) at all levels, including the following Recovery Support Functions (RSFs): Community Planning and Capacity Building, Health and Social Services, and Housing RSFs as defined by the National Disaster Recovery Framework (NDRF) and Recovery FIOP by supporting RSF support agencies; collaborate with federal partners and whole community stakeholders to develop procedures for implementing the NDRF and identifying multi-agency capacity to fulfill responsibilities.
- j. Jointly identify the capabilities necessary to deliver disaster-related services, the nationwide gaps in those capabilities, and strategies for addressing those capability gaps.
- k. Support state, local, tribal, and territorial governments in developing and/or executing plans that address identified needs and assimilate the capabilities of the whole community, including stakeholders not traditionally included in the disaster planning process.

4. Support and coordinate response activities:

- a. Fulfill all Red Cross and DHS/FEMA roles and responsibilities described within the NRF, ESF annexes, and Response FIOP. As designated in the NRF Annex for ESF#6: Mass Care, Emergency Assistance, Temporary Housing, and Human Services – DHS/FEMA serves as the coordinator and primary agency for ESF#6; and the Red Cross serves as the co-primary agency with DHS/FEMA for the Mass Care component, and as a support agency for the other three components, of ESF#6.

DHS/FEMA and the Red Cross also collaborate – as coordinator and support agency, respectively – for ESF#5: Information and Planning, ESF #7: Logistics, and ESF #15: External Affairs. Both organizations are support agencies for ESF#8: Public Health and Medical Services and ESF#11: Agriculture and Natural Resources.

- b. Collect, analyze, and share emergency management information and reports with one another in a timely and non-duplicative manner, including but not limited to daily operations information; community demographics and response resources and activities; data concerning the location, population and operations of Red Cross-managed and other shelters; and technology designed to support mass care services.
- c. Improve nationwide mass care service delivery by jointly supporting, providing technical assistance on, and convening other partners regarding, accessible and inclusive mass care service delivery, to include sheltering, feeding, supply distribution, access and functional needs support, household pet and service animal support, and reunification services.
- d. Coordinate to de-conflict information and resource requests from state, local, tribal, and territorial governments and partner organizations or within the federal interagency response. Develop and execute mass care and other response strategies which leverage one another's logistical capabilities and mass care technical expertise.
- e. Invite each other to jointly participate in – and provide accurate, relevant, and timely information and reports on activities in – senior-level coordination meetings, disaster Video Teleconference Calls, other incident coordination calls, and the Joint Information Center (JIC) when these disaster operational functions are activated during relief operations, as appropriate.
- f. Ensure representatives from both the Red Cross and DHS/FEMA are provided access to and/or invited to operate from each other's facilities when activated, as able and appropriate, and in accordance with established protocols. Separate use agreements may be implemented, as appropriate, to document specific requirements and terms.

DHS/FEMA may facilitate temporary access to DHS/FEMA facilities by the Red Cross, as appropriate and at DHS/FEMA's request, in the event of a compelling operational need to support DHS/FEMA's disaster response and recovery activities, insofar as governmental regulations, policies, protocols, resources, and priorities allow. Access to the National Response Coordination Center (NRCC), Regional Response Coordination Centers (RRCCs), the National JIC, and Joint Field Offices may facilitate operational coordination; and access to Disaster Recovery Centers (DRCs) may help survivors access information about, and assistance available from, the Red Cross and other voluntary organizations actively involved with that disaster.

The Red Cross may facilitate temporary access to Red Cross facilities by DHS/FEMA, as appropriate. Access to the national and field-based disaster

operations centers may facilitate operational coordination; and access to Red Cross shelters may help disaster survivor's access information about, and disaster assistance available from federal programs.

- g. Participate in bilateral and multi-agency deliberate planning and future crisis action planning efforts.
- h. Align and standardize Red Cross Liaison Officer positions and roles in the NRCC and RRCCs. Define and codify the roles and responsibilities of the Red Cross within the Emergency Support Function Leadership Group (ESFLG) and the process for representing ESF#6 as co-primary agencies.

5. Support and coordinate recovery activities:

- a. Fulfill all Red Cross and DHS/FEMA roles and responsibilities described within the NDRF, RSF annexes, and Recovery FIOP. Red Cross and DHS/FEMA collaborate as coordinating or support agencies for RSFs for Health and Social Services and Housing, partner in Community Planning and Capacity Building and maintain seats on the RSFLG.
- b. Promote the usage of NDRF concepts and constructs by whole community partners.
- c. Share existing policies and procedures associated with the provision of financial assistance to disaster survivors to promote service delivery.
- d. Collect, analyze, and share community recovery information and reports with one another in a timely and non-duplicative manner, including but not limited to aggregate data on damage assessments and registrations; data on ongoing community need; information related to planning and implementing temporary housing programs, and other programs.
- e. Execute agreements as appropriate to facilitate information sharing on registrants to avoid the duplication of benefits in accordance with all applicable policies and laws.
- f. Collaborate with partner organizations to provide intake, casework, case management, health, and/or mental health services to disaster survivors. DHS/FEMA and the Red Cross may support casework and/or case management services in a variety of ways.
- g. Promote the awareness and usage of DHS/FEMA policy allowing for non-government donated resources to offset the non-federal cost share. Jointly coordinate with state, local, tribal, and territorial governments and NGO partners to align resource collection procedures and tools.
- h. Collaborate with partner organizations, including those organizations that are not traditionally active during disasters, to ensure all available community resources are offered to survivors.
- i. Support the development and coordination of Multi-Agency Resource Centers with partner organizations, including their co-location with DHS/FEMA DRCs if and as appropriate and in collaboration with state, local, tribal, and territorial governments.

- j. Support the development of Long-Term Recovery Groups and/or Committees (LTRGs and/or LTRCs), and other multi-agency constructs, such as RSFLG working groups, aimed at addressing unmet needs of individuals and families affected by disasters.
- k. Enable each other to coordinate community disaster recovery efforts, convene community stakeholders and assist local governments in setting the groundwork for managing recovery for the maximum number of people affected by disasters. The Red Cross will share information on identification, resources, and activities of key community partners and other stakeholders; ongoing and forecasted household recovery needs in the areas of housing, health, and mental health; and community recovery needs in the areas of social service infrastructure and restoration of social and cultural connections and activities. The Red Cross and DHS/FEMA will work together to provide connections between community resources and survivors with unmet needs. Both parties will provide linkages to community partners and stakeholders for planning, sharing information, and identifying resources to accomplish rebuilding efforts and the management of recovery plans.
- l. Participate in bilateral and multi-agency deliberate planning and future recovery planning efforts.
- m. Provide technical assistance to federal partners on community recovery and act as a conduit for sharing recovery information.

B. DHS/FEMA will, as appropriate:

- 1. Designate the Individual Assistance Division Director, or a designee, as the senior DHS/FEMA liaison to the Red Cross. Coordinate through the DHS/FEMA Individual Assistance Division to assist the Red Cross with access to, and open communication and cooperation with, other DHS/FEMA components and other federal agencies/departments.
- 2. Participate on Red Cross committees and/or working groups, as appropriate.
- 3. Cooperate, as appropriate and consistent with DHS/FEMA policy and federal regulations regarding donations management, with Red Cross and other voluntary organizations active in disaster (VOADs) regarding the release of government purchased or donated goods that have been declared excess.

C. The Red Cross will, as able and appropriate:

- 1. Designate the Vice President, Operations and Logistics, or a designee, as the senior Red Cross liaison to DHS/FEMA. The senior Red Cross liaison is responsible for effectively integrating DHS/FEMA across all relevant elements of the Red Cross, as applicable.

2. Coordinate and collaborate with other voluntary organizations to address survivors' disaster-related unmet needs, including but not limited to housing, emergency financial assistance, health services, and replacement of personal items.
3. Coordinate with, support, and report on mass care activities of organizations engaged during federally declared operations.
4. Encourage Red Cross Chapters to work with community organizations to form, develop, and participate in state, local, tribal, and territorial VOADs as well as community LTRGs and strategies.
5. Help coordinate the distribution of international contributions of disaster relief supplies provided through DHS/FEMA, for the benefit of individuals affected by disasters.

V. POINTS OF CONTACT.

A. American Red Cross

Brad Kieserman
Vice President, Operations and Logistics
American Red Cross
8550 Arlington Blvd., Fairfax, VA 22031
202-213-0129
www.redcross.org

B. DHS/FEMA

Chris Smith
Director, Individual Assistance Division
FEMA Recovery Directorate
500 C Street SW, Washington, DC 20472
202-212-1000
www.fema.gov

VI. OTHER PROVISIONS.

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the Red Cross or DHS/FEMA. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. Nothing in this Agreement shall be interpreted as affording the Red Cross or DHS/FEMA any role in the content or programming decisions of either DHS/FEMA or the Red Cross, respectively.

- D. When DHS/FEMA discloses information to or receives information from the Red Cross pursuant to this Agreement, the disclosure or receipt of information will be governed by applicable provisions of the Privacy Act of 1974, as amended (5 U.S.C. § 552a) (the Privacy Act); the Freedom of Information Act, as amended (5 U.S.C. § 552) (FOIA); and other statutes, Executive Orders, regulations, or agreements pertaining specifically to the information or to information disclosure by DHS/FEMA. Any sharing, disclosure, dissemination, or use of registrant information from DHS/FEMA's Disaster Recovery Assistance Files will comply with the applicable System of Records Notice (SORN). With respect to such registrant information, the Red Cross must comply with the disclosure, dissemination, and use requirements pursuant to the Privacy Act and applicable SORNs.
- E. The use of federal facilities, supplies, and services undertaken under this Agreement will be in compliance with regulations promulgated by DHS/FEMA under the Stafford Act guaranteeing non-discrimination (42 U.S.C § 5151) and prohibiting duplication of benefits (42 U.S.C. §5155).
- F. As applicable, the parties will comply with all federal civil rights laws that ensure equal opportunity for people with disabilities.
- G. This Agreement is between the Red Cross and DHS/FEMA 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 the Red Cross, its chapters, its Board of Directors, officers, employees, or any other person.
- H. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
- I. The parties will use or display each other's name, emblem, seal, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06. The Red Cross name and emblem are protected by law. Written permission is required for either party to use the other party's name, emblem, seal, or trademarks.
- J. This Agreement is not a fiscal or funds obligation document. Any services, equipment, or personnel provided to either party to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement, and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by an appropriate statutory or other authority. This Agreement does not provide such authority.
- K. The parties agree to be responsible for negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree subject to any limitations imposed by law, rule, or regulation – to cooperate in good faith to resolve any

claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680, provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

L. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

VII. **EFFECTIVE DATE.** The terms of this Agreement will become effective upon the date of the last signature by the parties.

VIII. **MODIFICATION.** This Agreement may be modified upon the mutual, written consent of the parties.

IX. **SUPERSESSSION.** This Agreement supersedes the Memorandum of Agreement between the Red Cross and DHS/FEMA that was executed on July 28, 2015.

X. **TERMINATION.** The terms of this Agreement, as modified with the consent of both parties, will remain in effect until July 31, 2025. The Agreement may be extended by mutual written agreement of the parties. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

APPROVED BY:



Gail J. McGovern
President and CEO
American Red Cross

Date: 9/11/20



Pete Gaynor
Administrator
Federal Emergency Management Agency

Date: 30 July 2020