

Memorandum of Understanding

Between

Webb County

and

American Red Cross

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

Parties and Facility

Owner:

Legal name: Webb County, Texas

24-Hour Point of Contact:

Name and title: Laura A. Govea, Emergency Management Coordinator

Work phone: 956-523-4055 Cell phone/pager: 956-236-3523

Address for Notices:

Attn: Judge Tano E. Tijerina, 1000 Houston Street, 3rd Floor, Laredo, Texas 78040

Attn: County Attorney Marco Montemayor, 1110 Washington St., Suite 301, Laredo, TX 78040

Attn: Laura A. Govea- EMC, 1620 Santa Ursula, 2nd Floor, Laredo, Texas 78040

Red Cross:

Legal name: The American Red Cross

Chapter: San Antonio Chapter (Laredo Office)

24-Hour Point of Contact:

Name and title: Isis Sutton – Disaster Program Manager

Work phone: 956-286-8776 Cell phone/pager: 956-267-3883

Address for Notices:

1102 Santa Maria Ave

Laredo, Texas 78040

Copies of notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

See attached Facility List. Facility list may be updated by Owner by providing written notification to American Red Cross.

Additional facilities may be identified for shelter operations based on agreements between the County and other entities.

Terms and Conditions

1. **Use of Facility:** Upon request by the Owner, the Red Cross will be permitted to use the Facility on a temporary basis as an emergency public shelter.
2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross. The Owner will assign shelter workers that will be assisting with shelter operations by direction of the Shelter Manager.
3. **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before operations begin. They will use the first page of the *Facility/Shelter Opening/Closing Form*, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. **Food Services:** Upon request by the Red Cross, and if such resources exist and are available, the Owner will identify the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.

6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner and the Red Cross will follow their respective public information procedures to publicize shelter facility information and activities. Every effort will be made to coordinate public messages.
8. Closing the Shelter: The Red Cross and Facility Coordinator will coordinate the closing of the shelter based on direction by the Owner. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.
10. Term: The term of this memorandum of understanding begins on the date of the last signature below and ends 30 days after written notice by either party.

WEBB COUNTY
 Owner (legal name)

 By (signature) *[Signature]*

Tano E. Tijerina
 Name (printed)

County Judge
 Title

 1/17/2017
 Date

THE AMERICAN RED CROSS
 (legal name)

 By (signature) *[Signature]*

Isis Sutton
 Name (printed)

Disaster Program Manager
 Title

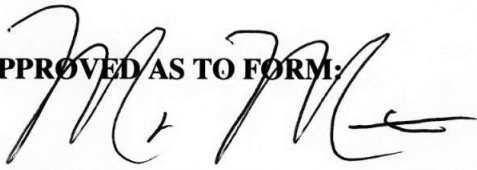
 01-19-2017
 Date

ATTESTED:

[Signature]
Margie Ramirez Ibarra
 Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Facility List

Webb County Precinct 1

Facility	Address
Ernesto J. Salinas Community Center	917 North Main St. Mirando, TX. 78369
La Presa Community Center	1983 Mangana Hein Rd. Laredo, TX. 78046
Rio Bravo Community Center and Rio Bravo Activity Center	1600 Orquidia Lane Laredo, TX. 78046

Webb County Precinct 2

Facility	Address
Bruni Community Center	303 12th St. Bruni, TX. 78344
Larga Vista Community Center	5401 Cisneros Laredo, TX. 78046

Webb County Precinct 3

Facility	Address
Santa Teresita Community Center	15014 US Hwy 59 Laredo, TX. 78044

Webb County Precinct 4

Facility	Address
Fred & Anita Bruni Community Center	452 W. Peñitas Rd. Laredo, TX. 78045