

Amendment 1
To
Memorandum of Understanding
Between
Webb County and the American Red Cross

MARCIE R IBARRA
COUNTY CLERK
FILED
2023 AUG 14 PM 4:35
WEBB COUNTY, TEXAS
BY *all* DEPUTY

THIS AMENDMENT 1, dated August 14, 2023, is entered into and effective August 14, 2023, by and between **Webb County**, a political subdivision of the State of Texas (hereinafter called "Owner") and **The American Red Cross**, (hereinafter called "Red Cross") and collectively referred to as "the Parties".

The original Memorandum of Understanding, attached hereto as Exhibit A and incorporated for all intents and purposes, dated January 19, 2017, by and between **Webb County**, a political subdivision of the State of Texas (hereinafter called "County") and **The American Red Cross**, (hereinafter called "Red Cross") for the use of Webb County facilities as emergency shelters during a disaster is hereby amended in the following respects:

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

The Owner's 24-Hour Point of Contact is amended to:

Name and title: Rosemary T. Santos
Work Phone: (956) 523-4678
Email: rsantos@webbcountytexas.gov
Cell phone/pager: (956) 236-3523

The Red Cross 24-Hour Point of Contact is amended to:

Name and title: Judith Mena
Work Phone: (956) 552-3509
Email: judith.mena@redcross.org
Cell phone/pager: (956) 775-7225

The Facility List which is an attachment to the original Memorandum of Understanding is amended by replacing it with the following:

Facility List

Webb County Precinct 1

Facility	Address
Ernesto J. Salinas Community Center	917 North Main St. Mirando City, TX. 78369
La Presa Community Center	1983 Mangana Hein Rd. (Outside City of Laredo), TX. 78046

Rio Bravo Community Center and Rio Bravo Activity Center	1600 Orquidia Lane Rio Bravo, TX. 78046
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Webb County Precinct 2

Facility	
Bruni Community Center	303 12th St. Bruni, TX. 78344
Larga Vista Community Center	5401 Cisneros Laredo, TX. 78046
Santa Teresita Community Center	15014 U.S. Hwy 59 (Outside City of Laredo), TX. 78044
Webb County Fairgrounds Pavilion and Animal Pens	7268 U.S. 59 (Outside City of Laredo), TX 78043

Webb County Precinct 4

Facility	
Fred & Anita Bruni Community Center	452 Rancho Penitas Rd. (Outside City of Laredo), TX. 78045

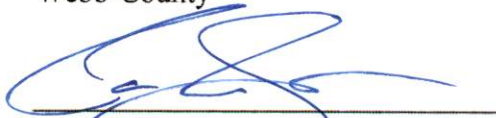
The parties agree that the foregoing amendment shall be hereinafter considered a part of the Agreement referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the Agreement which are hereby ratified by the parties and remain in full force and effect, with the exception of the parts or provisions of the contract which have been modified by this amendment or prior amendments.

This Agreement becomes effective as set forth above irrespective of the date/dates signed.

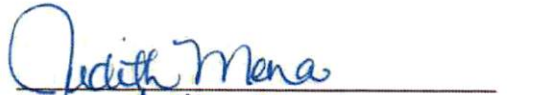
IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 on the dates set forth below.

Webb County

The American Red Cross



 Tano E. Tijerina
 Webb County Judge

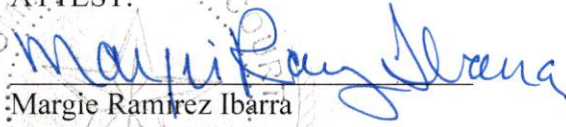


 Name: Judith Mena
 Title: Disaster Program Manager


Date: 08-14-2023

Date: 08-02-2023

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk

Approved, as to Form:


Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. 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 the 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).

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) _____
Tano E. Tijerina
 Name (printed)

County Judge
 Title

 1/19/2017
 Date

THE AMERICAN RED CROSS
 (legal name)

 By (signature) _____
 Isis Sutton
 Name (printed)

 Disaster Program Manager
 Title

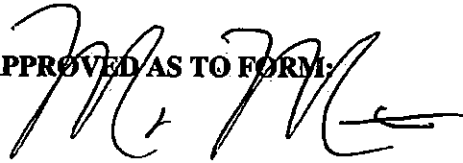
 01-19-2017
 Date

ATTESTED:

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).

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Webb County Precinct 1

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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