

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF OREGON THROUGH OREGON EMERGENCY MANAGEMENT
AND
THE AMERICAN RED CROSS CHAPTERS SERVING OREGON
FOR THE PURPOSE OF SHARING
DAMAGE AND IMPACT ASSESSMENT DATA AND INFORMATION

PARTIES

This Memorandum of Understanding (MOU) constitutes an agreement between the State of Oregon acting by and through Oregon Emergency Management, hereinafter "OEM," and the American Red Cross Chapters that serve Oregon: Eastern Oregon, Oregon Mountain River, Oregon Pacific, Oregon Trail, Southern Oregon, and Willamette, hereinafter "ARC Chapter(s)." The terms "party" or "parties" also means one or more of these entities.

BACKGROUND

OEM and the ARC Chapters have legislated responsibilities in providing or coordinating the provision of assistance to persons affected by natural or technological emergencies and disasters. Often one of the early steps in providing assistance is determining who has been affected, in what ways have they been affected, and where their dwellings are located. To determine this, damage and impact assessments are conducted by the ARC Chapters, local governments, OEM, and others. This data and information is also critically important when requesting and justifying requests for various federal disaster assistance programs.

In the past, ARC Chapters routinely shared damage and impact assessment data and information with local governments via Local Emergency Program Managers (LEPMs) and other local government officials assigned by LEPMs to do damage and impact assessment tasks. LEPMs, in turn, shared this data and information with OEM.

PURPOSE

In order to best provide or coordinate assistance to persons affected by an emergency or disaster, it is in the mutual best interests of OEM, the ARC Chapters, and local governments to work together to determine who has been affected, how they have been affected, and where affected dwellings are located.

The purpose of this MOU is to allow for the sharing of damage and impact assessment data and information between the ARC Chapters, OEM, and local governments via their LEPMs.¹

¹ In the context of this MOU, LEPM also means local government employees assigned by LEPMs to do damage and impact assessment tasks or tasks associated with mitigating future damage and impacts.

OEM and local governments use damage and impact assessment data and information to determine:

- the locations, types, and amounts of assistance needed
- where and how mitigation measures might be applied to reduce future damage and losses

Ideally, this information is included by OEM and LEPMs in Initial Damage Assessments (IDAs) and in preparing for possible damage surveys with the U.S. Small Business Administration (SBA) or joint Preliminary Damage Assessments (PDAs), which involve OEM, the Federal Emergency Management Agency (FEMA), and the SBA, and sometimes also involve ARC Chapters.

AUTHORITIES

- OEM – Oregon Revised Statutes 401.025(9), 401.055(2)(b), and 401.270(2).
- ARC – Congressional Charters of 1900 and 1905, as amended (United States Code, Title 36, Chapter 3001)

Nothing in this MOU is intended to conflict with current federal, state, or local laws or regulations. If a term of this MOU is determined to be inconsistent with such authority, then that term shall be invalid, but the balance of this MOU shall remain in full force and effect.

AGREEMENT

OEM and the ARC Chapters agree to be bound by this MOU, which contains all the terms and conditions agreed upon by OEM and the ARC Chapters. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

OEM Responsibilities

- If available and requested, provide to ARC Chapters, data and information assembled from local government assessments of damage, losses, and impacts to individuals, families, and dwellings caused by emergencies and disasters.
- Provide the ARC Chapters with a list of LEPMs authorized by OEM to receive damage and impact assessment data and information.

ARC Chapter Responsibilities

- If available and requested, provide to OEM, or as requested by OEM, to the LEPM for the local jurisdiction in question, data and information assembled from American Red Cross assessments of damage, losses, and impacts to individuals, families, and dwellings caused by emergencies and disasters, information recorded during Impact Assessments, Preliminary Damage Assessments (PDAs), Area Assessments, and Detailed Damage Assessments (DDAs).
- Provide OEM with a lead damage and impact assessment point-of-contact for each ARC Chapter.

As of the date of implementation of this MOU, PDA and DDA data and information is summarized on the Damage Assessment Summary Sheet (ARC Form 5233). The ARC Chapters collect data and information in order to make decisions for service delivery, and therefore do not estimate the dollar value of damage and losses.

RELEASE OF INFORMATION

The damage and impact assessment data and information covered by this MOU may be shared among and between OEM, the ARC Chapters, LEPMs, and federal agencies such as FEMA and the SBA in the context of determining whether criteria have been met to trigger provision of disaster assistance to affected individuals and families, and delivering that assistance. When ARC "Street Sheets" are shared, names may be blacked-out.

Except pursuant to the requirements of ORS Chapter 192, the Oregon Public Records Law, OEM shall not release the data and information covered by this MOU unless and until ordered by a court of competent jurisdiction to do so and after giving the ARC Chapters notice and an opportunity to defend the request.

LIABILITY

Neither OEM nor the ARC Chapters shall be responsible for defense or indemnification of the employees of the other party, except by mutual agreement of the parties and their attorneys. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the *Oregon Tort Claims Act* and other applicable state and federal law.

WORKERS' COMPENSATION

All employers that employ subject workers who provide services under this MOU in the State of Oregon shall comply with ORS 656.017 and provide required workers' compensation coverage, unless such employers are exempt under ORS 656.126.

PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts OEM nor the ARC Chapters from participating separately in similar activities with other public or private agencies, organizations and individuals, including activities between OEM and the ARC Chapters. For example, OEM and the ARC Chapters may negotiate separate agreements for sharing of other information, provision of services, and other matters not covered by this MOU.

FEES

No fees will be imposed by OEM or the ARC Chapters for the sharing of data and information covered by this MOU.

EFFECTIVE DATE

This MOU shall go into effect beginning on that date on which the last person among those authorized to sign this MOU affixes his or her signature. The terms of this MOU shall continue until terminated as described on page 4.

AMENDMENT

OEM and the ARC Chapters may amend this MOU at any time by mutual written consent duly implemented.

TERMINATION

This agreement may be terminated at any time by mutual written agreement of OEM and the ARC Chapters, or by OEM or any of the ARC Chapters upon 60 days written notice to the other affected parties. Termination of the agreement by any one of the ARC Chapters will be binding only on the agreement between that ARC Chapter and OEM, and will not affect the MOU between OEM and the other ARC Chapters.

POINTS-OF-CONTACT

OEM's point-of-contact for this MOU is the Financial and Recovery Services Section Director.

For each ARC Chapter, the point-of-contact for this MOU is the Emergency Services Director.

EFFECTIVENESS OF COUNTERPARTS

This MOU may be implemented in several counterparts, including via facsimile transmission, which shall constitute an agreement binding on the signing parties, notwithstanding that not all parties are signatories to the same counterpart. Each copy of this MOU so implemented with an original signature shall constitute an original.

APPROVALS

By means of our signatures below, OEM and the ARC Chapters implement this MOU:

Oregon Emergency Management
Abby Kershaw
Abby Kershaw, Section Director
11-23-07
(date)

Steven A. Wolf
Oregon Department of Justice
General Counsel

APPROVED AS TO FORM

Eastern Oregon Chapter
Beverly Higley
Beverly Higley, Executive Director
11/27/07
(date)

Oregon Mountain River Chapter
Kevin Doroski
Kevin Doroski, Executive Director
11-26-2007
(date)

Oregon Pacific Chapter
Robert Joy
Robert Joy, Interim Chief Executive Officer
12/2/07
(date)

Oregon Trail Chapter
Thomas Bruner
Thomas Bruner, Chief Executive Officer
12-04-07
(date)

Southern Oregon Chapter
Marj Jameson
Marj Jameson, Executive Director
11-29-2007
(date)

Willamette Chapter
Karen Schultz
Karen Schultz, Executive Director
11/27/07
(date)