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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PAUL D. ESTEFAN
DIRECTOR CIVIL PREPAREDNESS

(203) 797-4630

July 23, 2014

Mayor Mark D Boughton

Honorable Members of the City Council

City of Danbury

155 Deer Hill Avenue

Danbury, Connecticut

Dear Mayor Boughton & Honorable City Council Members,

Attached for your consideration is a letter of Agreement between the City of Danbury, Ct and the American Red Cross.

As we are all aware the American Red Cross provides services in this Community for well over 50 years to those who have had their homes gutted due to fire, Natural Events, such as Hurricanes, Severe Storms Etc... This agreement continues to allow the City of Danbury and the American Red Cross to respond to those situations that require sheltering at the War Memorial and putting up home owners and renters who have lost their residences.

I am requesting that the Letter of Agreement be approved so we can continue to work together with the American Red Cross.

Sincerely,

Paul D Estefan

Director

Emergency Management

Cc: Red Cross1





RESOLUTION

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CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2014

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the Connecticut Chapter of the American Red Cross has been providing services to this community for over fifty (50) years; and

WHEREAS, this assistance has been provided at local facilities, including the Danbury War Memorial as needed, in cases of natural disasters, severe weather events and similar occurrences that affect the lives and well being of the citizenry; and

WHEREAS, the parties are desirous of setting forth in written form this collaboration and understanding, including site designation, scope of anticipated services and specific cooperative activities and procedures; and

WHEREAS, the term of such arrangement is for two (2) years or until terminated by either party; and

WHEREAS, there is no local financial commitment expected for this collaboration.

NOW, THEREFORE BE IT RESOLVED THAT Mayor Mark D. Boughton or his designee, Paul D. Estefan, Danbury Director of Civil Preparedness, complying with the provisions of C.G.S. Section 28-7 et seq., be and hereby is authorized to execute a Letter of Agreement between the City of Danbury and the American Red Cross Connecticut Chapter and take such other action as may be required for the purposes thereof.

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LETTER OF AGREEMENT

This is a **Letter of Agreement** between the **City of Danbury, CT** and the **American Red Cross Connecticut Chapter**.

I. PURPOSE

The purpose of this Letter of Agreement (LOA) is to provide for the cooperation, collaboration and coordination between the **City of Danbury, CT** and the **American Red Cross Connecticut Chapter** (hereinafter "**Red Cross**") in carrying out their respective responsibilities in the event of a natural or man-made disaster.

II. DEFINITION OF A DISASTER

A disaster is defined as an occurrence such as those outlined below that causes human suffering and creates needs that the victims cannot meet without assistance. There are two classifications of emergencies with Mass Care Requirements as outlined in the State of Connecticut Local Emergency Operations Procedures (LEOP) Mass Care Standards Guidelines (5-1-12 v1.0):

1. **Local Emergency or Disaster** - a natural or technological disaster limited to one neighborhood or scattered neighborhoods where the effect on residents and property is not widespread, but necessitates the use of a limited number of facilities as shelter, and or centers.
2. **Statewide or Major Disaster** - a natural or technological disaster resulting in general widespread destruction of property, with the concurrent loss of private shelter (homes/apartment buildings, etc.) necessitating the opening of a number of pre-designated facilities to serve as Multijurisdictional shelters and/or centers.

Note: A situation caused by economic, political and social maladjustment, including the occupational risks of industry and agriculture, is not a "disaster" applicable to this Letter of Agreement; nor is the lack of housing, food, clothing, etc. due to personal crises including, but not limited to evictions, cut-off of utilities, landlord-tenant disputes, lack of proper building maintenance, indebtedness, and misconduct.

Types of Mass Care Facilities

"Shelters" are safe places intended to provide overnight lodging for individuals and families. A basic shelter should include: a place to sleep or rest; basic nutrition, including snacks, beverages, cold or hot meals; and sanitation facilities, including toilets, and if possible, showers. Basic first aid resources should also be available.

"Centers" are an alternative to overnight shelters that may serve any combination of needs such as warming center, cooling center, respite center, personal care center, etc. They may offer electricity, snacks, meals, information, showers, cellular phone and other electronic device charging stations, etc.

Shelters and centers can be co-located.

III. OVERVIEW OF RED CROSS DISASTER SERVICES

The American **Red Cross Connecticut Chapter** is headquartered at 209 Farmington Avenue in Farmington, Connecticut, with offices in Bridgeport, New Haven, Farmington, Waterford and Bethel. The

Red Cross in Connecticut has been organized into "Areas" that are aligned with the Connecticut Department of Emergency Management (DEMHS) Regions. Each Area is managed by a Senior Director of Emergency Services who is responsible for the Red Cross activities within their jurisdiction utilizing a large cadre of trained volunteers.

A. Authority and Legal Status

Federal, state and local laws require that the federal, state and local governments establish a system of mitigating, preparing for and responding to disasters.

The Chapter is a chartered unit of the American National Red Cross, an instrumentality of the United States Government, codified at 36 U.S.C., Section 1 et. seq., under which it is charged to "...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, floods, and other great national calamities, and to devise and carry on measures for preventing the same." The authority of the Red Cross to provide disaster services were reaffirmed in the *1974 Disaster Relief Act* (PL 93-288) and the *1988 Robert T. Stafford Disaster Relief and Emergency Assistance Act*. Red Cross responsibilities in a commercial aviation disaster are further defined in the *Aviation Disaster Family Assistance Act of 1996* (PL 104-264) and the *Federal Family Assistance Plan for Aviation Disasters* (April 1997).

The Chapter has the authority and responsibility for carrying out the purposes of the Red Cross, for delivering local Red Cross services, and for meeting other corporate obligations within its territorial jurisdiction.

B. Key Principles

1. Red Cross disaster assistance is provided to sustain human life, reduce harsh physical and emotional distress and promote recovery. It is based on the premise that those affected by disaster are ultimately responsible for their own recovery. It is provided in a uniform fashion using nationwide standards and does not routinely duplicate assistance and services provided by other agencies.
2. Red Cross disaster assistance is extended in an equitable and impartial manner, based on the need of each individual family, without regard to economic status or racial, religious, political, ethnic or other affiliation to both those affected by a disaster and, where appropriate, to emergency workers in the disaster-affected area.
3. Red Cross disaster assistance is free and is made possible by voluntary contributions of time, materials, blood and money. When appropriate, an immediate public information campaign and appeal for financial and/or other support will be initiated; however, no fee, repayment or reimbursement will be sought or accepted from any disaster victim.
4. In carrying out its responsibilities the Chapter may operate appropriate shelter facilities and arrange for mass feeding and other support. In doing so, it will pay related costs only when such activities are under the administrative control of, or authorized by, the Red Cross.
5. In disasters with company or owner liability implications, Red Cross emergency services may be extended on a mass care or individual/family basis if such help is not or cannot be provided immediately by the owner of the facility or mode of transportation involved (examples include transportation accidents, fire in a theater, or a HAZMAT incident).
6. When the Chapter requires assistance to meet the emergency needs of disaster victims, additional Red Cross resources will be made available from adjacent chapters or other Red Cross assets

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throughout the country. In such circumstances, management of the incident's Red Cross disaster response activities may be assumed by non-chapter personnel.

C. Disaster Services

During a disaster, our first priority is to ensure that people have a safe place to stay, food, and emergency supplies. The Red Cross works with government and community partners to open shelters where residents will find comfort with a hot meal, recovery information, and a place to rest. For emergency workers and people returning to their homes, the Red Cross mobilizes emergency response vehicles from which disaster workers distribute food, water, and essential clean-up items that might not be immediately available in the community.

Following a disaster, whether natural or human-made, the Red Cross may provide some or all of the following services:

1. **Mass Care:** Operation of temporary shelters and fixed/mobile feeding services; bulk distribution of relief supplies and commodities to disaster victims.
2. **Client Services:** Emergency assistance (clothing, food, medicines, personal care items, temporary shelter for less than five families, etc.) and recovery information to affected individuals and families; and referrals to government and/or non-governmental agencies.
3. **Disaster Health Services:** Provision of first-aid type health services in Red Cross facilities; arrangement of emergency and/or additional medical assistance to meet individual or family health needs.
4. **Disaster Mental Health Services:** Provision of disaster-related mental health services; collaboration with community mental health providers to ensure appropriate resources are available to meet the emergency and/or long-term emotional needs of affected individuals, families, and the community.
5. **Disaster Welfare Inquiry:** Initiation of and response to inquiries by/from immediate family members inside/outside the disaster area about the health and well-being of other family members; collection of information about such persons as it becomes available to facilitate reunification.
6. **Blood and Blood Products:** Assurance that blood and blood products will be available when needed by disaster victims in accordance with existing agreements with local hospitals and the American Red Cross Blood Services Connecticut Region.
7. **Disaster Assessment:** Assessment of the size, scope and geographical boundaries of a disaster; determination of the level of damage to affected dwellings; development of statistical data related to the effects of the disaster and the demographics of the affected population. Red Cross workers must have access to affected areas. The Red Cross is primarily interested in residential damage only, either by house number or defined area. Disaster assessment for purposes of governmental reimbursements is the responsibility of the City or Town.
8. **Government Liaison:** Coordination of relief activities with federal, state and local authorities.
9. **Advocacy/Mitigation/Education:** Advocacy for effective federal, state and local government programs and legislation which mitigate disaster damage and loss of life and seek to meet the needs of disaster victims; community disaster mitigation, education and preparedness activities.
10. **Other disaster-related assistance** may be provided on a case-by-case basis, if deemed appropriate by the Chapter and in accordance with Red Cross policy. Assistance may also be provided in non-defined emergencies, especially those involving large numbers of people with evident human needs.

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D. Limitations

1. The Red Cross is not responsible for the transportation of disaster victims or non-Red Cross emergency workers.
2. Red Cross shelters will not be used for people evacuating from hospitals, nursing homes or from other such situations where the individuals require skilled, ongoing medical attention. However, technical support may be provided, along with a shelter manager, if appropriate competent medical support staff is available to adequately care for people in these situations and the Red Cross has available disaster staff.
3. Only bona-fide service animals will be allowed in Red Cross shelters. Pet owners must make their own arrangements for the care of their animals.
4. Red Cross services will not be provided in an area/facility unless qualified authorities have declared it safe from the effects of a particular disaster or causative agent.
5. Red Cross personnel will not engage in decontamination activities, nor accept responsibility for management of decontamination sites or reception centers. However, limited services, such as liaison, may be provided at reception centers. Anyone requesting access to Red Cross facilities must have undergone any necessary decontamination before being admitted.
6. Red Cross personnel will not provide estimates of the dollar impact of a disaster. Furthermore, the Red Cross is not responsible for Disaster Assessment for an event where a Presidential Declaration has been requested.

IV. SCOPE OF ACTIVITY

By law, local government has the responsibility to protect the health, welfare and safety of its residents when disasters occur. See State of Connecticut Local Emergency Operations Plan Standards Guidelines for Emergency Support Function #6 Mass Care Annex.

The Red Cross is committed to working as a ***partner*** with the cities and towns in its service area to support this process. There are key elements to the partnership:

1. A ***signed written agreement*** [known as the "Letter of Agreement"] between the Town/City and the Red Cross, which defines how the municipality and the Red Cross will work together in the event of a local and/or major disaster.
2. A completed ***Shelter Survey*** (Revised 8-15-11) of the facility(s) that are identified as possible shelters using the Red Cross Shelter Survey. Red Cross volunteers will do this at the invitation of the Town/City. Evaluate each facility for appropriateness as a ***Hurricane Evacuation Shelter*** using the Red Cross "Standards for Hurricane Evacuation Shelter Selection." ARC 4496
3. Review, complete and sign a ***Shelter Agreement*** (Revised 12-07) between the legal owner of the prospective shelter facility and the Red Cross. Review all the terms and conditions with special attention to the feeding plan.
4. Red Cross representatives will be consulted by the appropriate municipal officials in emergency planning by the Town/City, invited to participate in exercises in support of this planning, and invited to attend Emergency Planning Committee meetings.

5. The Red Cross will be provided with a controlled copy of the Town's Emergency Operations Plan [EOP] or its equivalent.
6. The Town/City will use its best efforts to recruit town residents, employees and CERT members who would be trained by the Red Cross to provide certain Red Cross services in their town when needed.
7. The Town/City will sign a Multi-jurisdictional Shelter Letter of Agreement between Red Cross and participating towns.

In the event of a catastrophic situation, such as a transportation accident, chemical spill, etc., requiring mass sheltering and feeding, the Red Cross can administer these functions subject to prior notification and agreement.

V. METHODS OF COOPERATION

In order for the resources of the Chapter and the Town/City to be coordinated and utilized to the fullest advantage in providing disaster relief, the following is agreed to:

Preparing for Disasters

The focus of disaster preparation work for the Town/City and the Red Cross to complete together includes:

1. Identifying appropriate facilities for shelters.
2. Identifying and contracting for food and beverages to be provided to the shelters, as well as to others affected by the disaster such as school food service workers and third party vendors.
3. Identifying and training town residents, employees and CERT members including nurses and crisis counselors to manage and staff these facilities.

The Town/City agrees to:

1. Identify one to three (1 to 3) facilities in its community as the *primary shelters*, which will generally be the first opened in the event of either a local or major disaster, and to help determine shelter capacities therein. *Each facility should have an adequate generator, and sufficient cots and blankets stored on-site or nearby to accommodate its sleeping capacity.* Preference should be given to facilities with onsite feeding capabilities, showers and meeting the highest standards for accessibility.
2. Make best efforts to insure there is an effective method to communicate the location of the shelter[s] to residents at the time of a disaster, and that residents have a list of items to bring if they need to evacuate (toiletries, changes of clothes, necessary medications, etc.).
3. Identify additional facilities for storage of bulk supplies during disasters (warehouses, airport hangars, stadiums, etc.).
4. Make plans to provide security and custodial support for the designated shelters.
5. Make plans in advance to house the pets of shelter residents.
6. Care for the functional needs of residents and identify agencies and personnel to support such needs.
7. Provide transportation for clients if necessary.

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Working Together in Disaster Response

A. How the Town/City and the Red Cross work together during local disasters:

The Red Cross has *Disaster Action Teams (DAT)* of volunteers that are on-call and prepared to respond within 60 to 120 minutes of receiving notification to a local limited disaster at anytime, anywhere in the service area American Red Cross Connecticut Chapter. Members of the DAT are trained to provide Red Cross services to meet the immediate, emergency-caused needs of disaster victims. DATs may also provide canteen support if requested by the Incident Commander for first responders to the disaster expected to be in response for four hours or more. The Town/City may support the Red Cross DAT response to insure its effectiveness as follows:

1. The Incident Commander should direct that the Red Cross Emergency Services Department be called ASAP, when it becomes apparent that *any* Red Cross services may be needed for disaster victims, including their recovery. *Delay only prolongs the suffering of the victims, and may even prevent some of them from becoming aware of the services we offer.*
2. As soon as the Red Cross is called, the Incident Commander should appoint someone at the scene as a liaison officer to the DAT who will:
 - a. Determine the names and addresses (and apartment numbers, when appropriate) of each individual or family affected by the incident, and determine who will speak for the family or household with the Red Cross.
 - b. Identify and/or arrange for a safe location for the Red Cross to conduct interviews with those affected by the disaster. Alternatives include the homes of neighbors, or a multi-passenger vehicle such as a bus or van owned or contracted for by the Town/City.
 - c. If any of the disaster victims do not have or cannot arrange for their own transportation, the liaison officer would arrange for transportation of that individual or family to the shelter identified by the Red Cross. *The Red Cross does NOT provide transportation for disaster victims.*
 - d. Call the property owner or property manager if one or more of the affected properties is a rental, and identify him or her to the Red Cross when they arrive.
 - e. After the DAT arrives, they will need to complete a visual assessment of disaster-caused damage as soon as the affected property is safe to enter and permission has been granted by the Incident Commander or appropriate municipal official. *This assessment must be completed by the DAT before certain Red Cross services can be provided.* The liaison officer can assist by letting the DAT Leader know when it is safe to enter the premises.
 - f. If more than *five families or 25 individuals* are displaced from their homes by the disaster, the Red Cross, in collaboration with the Town/City, may decide to open a shelter. The liaison officer can assist by contacting the appropriate Town/City officials to open the facility designated by the Town/City as its primary shelter.

Under no circumstances should any Town/City official make any representations to individuals or families affected by the disaster of the nature or extent of Red Cross services. Furthermore, Town/City officials should not represent to any vendor that the Red Cross will pay for any services without getting confirmation from the Emergency Services Department of the Red Cross. Note that hotel rooms are only provided if there is a justified need, which must be determined by the Red Cross DAT on an individual basis.

B. How the Town/City and the Red Cross work together during major disasters:

The Red Cross has been working with municipalities and regions to identify strategically located multi-jurisdictional shelters to open during a major disaster. The goal is to serve the most people possible with the best use of resources. This multi-jurisdictional concept will bring together several agencies with a common goal of providing the multi-jurisdictional community with a safe and capable shelter system. More specifically, it must provide the capability to meet basic human needs of the general and functional-needs populations and their pets in a disaster situation. Attached is a list of the multi-jurisdictional shelters. The list will be periodically revised and should be confirmed at time of operations.

1. Together the host Emergency Management Director (EMD) and the Red Cross determine the most appropriate shelters to open. In event of a Tropical Storm or Hurricane, ensure that the facility(s) selected meet the Red Cross "Standards for Hurricane Evacuation Shelter Selection," ARC 4496. Identify a Facility Coordinator (such as a custodian) to coordinate with Red Cross Shelter Manager. Each participating town/city should provide a Town/City Shelter Liaison to coordinate information, requests for support and coordination of client services in the shelter.
2. Town/City EMD advises appropriate town agencies of the intent to open a Red Cross shelter and the town/city support services that will be needed, such as:
 - a. Transportation for clients
 - b. Security for shelter and traffic control
 - c. Supplemental health services
 - d. Town/City owned cots and blankets
 - e. Services for clients requiring additional assistance, including functional-needs support services
 - f. Activation of town plan for caring for pets (may use existing community Animal Shelter or co-locate a pet shelter near general shelter)
 - g. Be on standby for unusual social service problems such as unaccompanied minors
 - h. Communications between shelter and Town/City Emergency Operations Center (EOC)
3. Facility Coordinator and Red Cross Shelter Manager (or designees) conduct Pre-inspection Checklist review, using Red Cross Facility/Shelter Opening/Closing form (revised 3-2012) and conducting an inventory of supplies on hand (Revised 2-12). This is done when facility opens and closes.
4. Advise Public Health agency that shelter has opened and ask for its support ensuring that basic health standards are in place.

The Red Cross will perform the following duties/functions:

1. Provide a Shelter Manager and Shelter Workers.
2. Follow the Red Cross fundamental principles and administrative operating procedures (open to all, no screening for legal status)
3. Provide Health Services and Disaster Mental Health workers.
4. Be responsible for shelter operating costs per the Shelter Agreement (attached)

5. The Red Cross will provide liability coverage per the Shelter Agreement (attached).
6. Complete the Red Cross form titled "Pre-Inspection Checklist" prior to setting up operations at each facility
7. Set up shelter registration, dormitory, mental health, and health services areas for the shelter with Red Cross activity leads reporting to the Red Cross Shelter Manager
8. Negotiate a contract(s) for shelter feeding operations to include menu selection, food and supplies procurement and appropriate storage, meal preparation, meal distribution, kitchen cleanup and sanitization and trash removal
9. Provide for appropriate signage at each shelter
10. Coordinate with all partner agencies, as well as media and other support agencies, to ensure expectations are met and the community is informed of shelter locations and other important information needed depending on the type of event which will predicate information given.
11. Ensure all internal Red Cross paperwork (i.e., shelter registrations and other documents) is completed
12. Ensure shelter materials, such as cots, blankets, cambros etc. are inventoried yearly and/or post-event by the custodial unit as needed for correct quantity counts
13. In collaboration with the Town/City and Connecticut State Animal Response Team (CT SART), select location for co-locating of pets. Pet shelter may be co-located but is not under the supervision or liability coverage of the Red Cross.

Notes:

Daytime cooling and heating centers are considered to be a part of a normal community service and not an emergency. The Red Cross does not manage daytime centers unless they are part of an overnight shelter. The Red Cross may provide supplemental support to daytime cooling and heating centers if requested and if the resources are available.

Mass Casualty Disasters

In the event of a major disaster which involves mass casualties (whether from natural causes, a transportation incident, an act of terrorism, or the use of weapons of mass destruction) within the Town's/City's jurisdiction, the Town/City may need to open a Family Assistance Center (FAC).

The purpose of the FAC is to provide:

- a. Information to concerned family and friends about individuals they believe may be injured or killed as a result of the incident.
- b. Crisis counseling for family and friends at the FAC, as required.

The Red Cross may provide, as needed and depending on resources available:

- a. Mass care (snacks and beverages) and typically at least one meal/day as families tend to stay.
- b. Crisis counseling support
- c. Family assistance services

The Town/City will provide:

- a. Security for the FAC, including access control by the public, if appropriate
 - b. Access to Emergency Medical Assistance
 - c. Information to the public about the location of the FAC
 - d. Scheduled briefings [situation reports] at periodic intervals at the FAC.
1. In the event of an airplane crash that involves passenger planes with 20 passengers and above there are Federal laws which dictate that:
- a. The airline(s) assumes financial and managerial responsibility for the FAC.
 - b. The Red Cross is the designated agency responsible for crisis and grief counseling.
 - c. The Red Cross will work with the Town/City and the airline(s) to assure that the families' needs are met.
 - d. The Red Cross may provide technical guidance but does not manage the FAC.

Public Health Disasters

In preparation for an event of disease outbreak where the state directs its public health offices/districts/mass vaccination regions to open facilities for mass prophylaxis, the Red Cross will provide requested technical support as it is able. The Red Cross should be advised of planning meetings, exercises, warnings, clinic activations, etc. related to these preparations.

In the event mass prophylaxis clinics are activated:

- a. Red Cross volunteers who agree to support mass prophylaxis clinics must be provided individual prophylaxis prior to the delivery of any Red Cross services, at no cost to the volunteer or the Red Cross.
- b. Red Cross nurses and mental health volunteers who decide to volunteer at clinics will work under the supervision of the local government authority and will not wear Red Cross identification. The Red Cross will not assume any liability arising from their service.

C. Financial Responsibility

The Red Cross will assume financial responsibility for certain expenditures in shelters as identified in the Shelter Agreement (see attached).

D. Data Gathering and Identification

The Town/City recognizes the need for orderly movement of Red Cross personnel, vehicles and equipment to the site of relief operations and the need for the collection of damage assessment data. The Town/City agrees to cooperate with such movement by recognizing the official Red Cross identification materials carried by such personnel and displayed on such vehicles and equipment. Persons and equipment not bearing the proper Red Cross identification shall not be recognized as agents or instruments of the Red Cross.

E. National Agreements with Other Agencies

It should be noted that the national office of the American Red Cross in Washington, DC, maintains various agreements with certain disaster relief organizations on a national level which would be implemented on a local level should the need arise.

F. Updating the Town/City Letter of Agreement