

***Memorandum of Understanding***

***between***

***American Red Cross Georgia Region***

***and***

***Dekalb County, Georgia by and on behalf  
Of the DeKalb County Fire Rescue Department***

## **I. Purpose**

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American Red Cross of Georgia (“Red Cross”) and DeKalb County, Georgia (County) and by and on behalf of the Dekalb County Fire Rescue Department (DCFRD). This MOU provides a broad framework for cooperation between the two organizations in smoke alarm installation programs. Both *Red Cross* and *DeKalb County, Georgia* are a “Party” under this MOU.

## **II. Independence of Operations**

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its policies and financing its activities.

## **III. Organization Descriptions**

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. The Red Cross depends on the many generous contributions of time, blood, and money from the American public to support its lifesaving services and programs. Through its 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. 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.

*DeKalb County, Georgia* is dedicated to protecting its community through excellence in service by preventing fires and injuries, making bad situations better, and by being cost-effective.

## **IV. Methods of Cooperation**

In order to establish a partnership between *DCFRD* and the Red Cross to assist communities impacted by disaster events in the United States, the following roles and responsibilities are agreed upon:

### **1. Smoke Alarm Installation Program Overview**

*DCFRD* will offer smoke alarm installation on calls when time allows for them to do so. Smoke alarm installations will follow the guidelines from the Georgia State Fire Marshal’s office. All Red Cross provided smoke alarms are only for installation in residences.

*DCFRD* will provide their own tools for installation and the Red Cross will provide smoke alarms and education materials. *DCFRD* may provide additional educational materials at its discretion. Red Cross representatives are also available to participate in training and meeting opportunities at local fire stations to discuss the program upon request.

## 2. Partner Direct Service Acknowledgement Forms

**DCFRD** agrees to have their teams complete one Red Cross *Partner Direct Service Acknowledgement Form* for each address where smoke alarms are to be installed. This will be the official record of the installation and serve as validation of the number of smoke alarms installed and education provided.

Red Cross will provide **DCFRD** a quarterly report that is a listing of each address installed by **DCFRD** and how many alarms were installed at each address.

## 3. Deaf and Hard of Hearing Alarms

When **DCFRD** identifies a home that needs a deaf and hard of hearing the alarm, they will still install the number of non-deaf and hard of hearing smoke alarms needed on the initial visit and document on the *Partner Direct Service Acknowledgement Form*. They will document the need for deaf and hard-of-hearing alarms using the *Bed Shaker Alarm Application*. Once the local Red Cross office receives the deaf and hard of hearing smoke alarm unit they will notify **DCFRD** to setup an appointment for installation. A second *Partner Direct Service Acknowledgement Form* will need to be completed at the time of installation.

## 4. Logistics

The Red Cross will provide an initial stock of 100 alarms and accompanying educational materials to start the program. After that, **DCFRD** will request additional alarms and educational materials with at least two weeks' notice by contacting the local Red Cross Disaster Program Manager. After the first quarter of implementation, it is anticipated supply orders should be placed no more than once per month.

**DCFRD** will ensure rotation of alarm stock so that the oldest are being used first. Should inventory sit in a location for more than six months, **DCFRD agrees** to return those alarms to the Red Cross.

## 5. Accounting

**DCFRD will** submit the *Partner Direct Service Acknowledgement Form* to the Red Cross monthly, by the fifth of each following month. For the first quarter, **DCFRD** will provide an inventory of the smoke alarms on hand with the monthly paperwork with the intention that starting with the second quarter the inventory will be provided at the end of each quarter.

After each quarter's inventory, if more than 5% of the alarms are missing from the inventory, **DCFRD** agrees to replace the missing alarms at its own expense with alarms of the same specifications.

Any defective smoke alarms will be returned to the Red Cross for accounting purposes.

## 6. Phone Requests

When **DCFRD** receives a request for a smoke alarm installation outside of their response area, they will refer the caller to contact the Red Cross. The local Red Cross office will then set up an appointment upon request for the additional installation.

## 7. Community Installation Events

**DCFRD** and the Red Cross will work together to identify a community smoke alarm installation event each year. Both organizations will work together to identify a high-risk community in need of smoke alarms, recruit volunteers, and publicize the event. The Red Cross will manage the logistical support needed for the event.

## 8. Background Checks

The American Red Cross has established minimum standards for a successful background check for all employees and volunteers. The two minimum requirements are:

- Verification of the social security number;
- A clear record in the National Criminal File for the past seven years (in most states), from the date of disposition, release from jail or prison, or release from probation or parole, whichever occurs latest.
- The American Red Cross has established minimum standards for a successful background check for all employees and volunteers. **DCFRD** certifies that at least one member of each home visit team has completed a **DCFRD** background check at the time of the home visit.

## V. General

- a. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review and approval in advance of dissemination or publication.
- b. **DCFRD** and the Red Cross may keep the public informed of their cooperative efforts. **DCFRD** and the Red Cross will work together on joint press releases about their partnership in smoke alarm installations.
- c. **DCFRD** and the Red Cross will widely distribute this MOU within the respective departments and administrative offices of each organization and urge full cooperation.

## **VI. Periodic Review and Analysis**

Representatives of *DCFRD and* the Red Cross will jointly evaluate their progress in implementing this MOU every year and revise and develop new plans or goals as appropriate.

## **VII. Term and Termination**

This MOU is effective as of the date of the last signature below and expires five years from the last signature date. The parties may extend this MOU for additional periods not exceeding five years each time, and if so should confirm this in writing. This MOU may be terminated at any time upon 30-day written notice from either party to the other. If termination should occur then DCFRD will return any uninstalled alarms and other associated materials to the Red Cross.

## **VIII. Miscellaneous**

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

**IX. Signatures**

**American Red Cross Georgia Region**

**Dekalb County, Georgia**

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature

**Name:** \_\_\_\_\_  
Print Name

**Name:** \_\_\_\_\_  
Michael L. Thurmond

**Title:** \_\_\_\_\_  
Print Title

**Title:** \_\_\_\_\_  
Chief Executive Officer

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_