

# ***Memorandum of Understanding***

***Between Lake County, Illinois and the USA Disaster Relief Corps, an Illinois not-for-profit corporation***

## **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to create a working relationship between the USA Disaster Relief Corps (herein referred to as "USADRC") and the Lake County Emergency Management Agency (herein referred to as "LCEMA") in preparing for and responding to disaster situations at all levels and assisting emergency response efforts, where necessary. This agreement describes the broad framework for cooperation between the two organizations to provide assistance and support services to victims of major emergencies or disasters as well as emergency responders, and to coordinate emergency preparedness activities where practical and beneficial.

## **II. Operations**

Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities.

## **III. Organizations**

### **A. Lake County Emergency Management Agency**

Lake County, through its Emergency Management Agency (LCEMA), operates a county-wide emergency preparedness program. The Lake County Emergency Operation Plan (EOP) addresses major hazards and defines the structure for coordinated disaster response utilizing all county resources including communications, police, fire and rescue units, hospitals, and religious and charitable organizations. The EOP is practiced regularly by conducting exercises and drills that simulate an array of hazards including natural, technological and intentional. During periods of disaster and major emergencies, the Emergency Management Agency acts as the county's primary liaison to the Illinois and Federal Emergency Management Agencies.

As part of the county's preparedness efforts, the Emergency Management Agency maintains and updates an emergency resource database, listing items and facilities that may needed be during disaster response.

The agency also provides emergency planning assistance to local governments and has an active program for public education.

### **B. USA Disaster Relief Corps**

The USADRC is an Illinois not-for-profit corporation, consisting solely of volunteers, that provides mobile on-site disaster relief services to assist those affected by disasters, and that also helps people prevent, prepare for, and respond to emergencies. The USADRC is

organized and operated solely for charitable purposes. The U.S. Department of Treasury has granted the USADRC tax exempt status under section 501(c)(3) of the Internal Revenue Code. The USADRC has represented to the U.S. Department of Treasury, and herein represents to EMA, that it shall provide services in conjunction with federal, state, and local government emergency management authorities, and that it shall not engage in any public fundraising activities.

USADRC's funding requirements are met by its volunteers, and it does not accept any donations from any other source. In the event members of the public approach the USADRC to make a donation, they shall be directed to national disaster relief organizations that provide services to Lake County, Illinois, and/or the USA, such as the American Red Cross.

In Lake County the USADRC shall provide its services to the EMA in the form of specialized equipment and technical support personnel. Services typically include, but are not limited to, incident logistical support for advanced communications capabilities, electrical and lighting support, and scene access. USADRC services are capable of operating for extended periods of time without refueling, and will be based in Lake County, Illinois for deployment, as resources permit, to provide services anywhere in the continental United States of America. USADRC reserves the right to work with other non-governmental charitable organizations that assist the public, including, but not limited to, the American Red Cross.

The USADRC's long term goals include providing assistance for the creation of additional related tax exempt corporations throughout the USA that will each provide disaster relief services with resources similar to those based in Lake County, Illinois. The USADRC will provide such assistance only if these additional tax exempt corporations each adhere to USADRC's requirement that their services must be provided in conjunction with their own respective state and local governmental emergency management authorities, as well as in conjunction with federal emergency management authorities.

## **IV. Powers and Responsibilities**

### **A. Lake County Emergency Management Agency**

The Lake County Emergency Management Agency has been assigned the County's responsibility for the preparation and implementation of the Disaster Preparedness Plan required under the authority provided by the Illinois Emergency Management Agency (IEMA) Act as amended and IEMA Administrative Rules regarding local and inter-jurisdictional disaster preparedness plans. Through its Emergency Management Agency Ordinance, Lake County assigns responsibility for the preparation, coordination and implementation of the plan to the Lake County Emergency Management Agency Coordinator.

## **B. USA Disaster Relief Corps (USADRC)**

USADRC understands and agrees that when it provides emergency and disaster relief services in Lake County, Illinois, it must provide those services in coordination with, and under the direction of, the appropriate Unified Command and/or Incident Command. USADRC further agrees that it will not charge LCEMA, Lake County, local municipalities or governmental bodies, or disaster victims for providing emergency and disaster relief services.

USADRC further understands and agrees that its role in providing disaster relief assistance in Lake County will be limited to providing technical services and equipment operated by its corps of volunteers. Under the direction of Unified Command and/or Incident Command, USADRC will provide planning assistance regarding the equipment configuration and capabilities available.

All USADRC volunteers will obtain any training and certifications that the LCEMA shall specify, and the costs and expenses, if any, shall be borne solely by the USADRC, and not LCEMA. The USADRC will maintain administrative and financial control over its activities.

## **V. General Coordination of Services**

To ensure the efficient use of resources and to avoid duplication, both parties agree that the USADRC will provide its services under the direction of the Unified and/or Incident Command, and will coordinate its services by:

- A. Maintaining direct and constant communication with the Unified and/or Incident Command through conference, telephone, facsimile, e-mail, and/or other means to facilitate the coordination of resources, both human and material, and the cooperation of the parties in areas of mutual interest.
- B. In the performance of their duties, LCEMA and the USADRC recognize the responsibilities of the other and, when feasible, will assist the other in the performance of these duties to ensure that effective assistance is provided to all disaster victims and that resources are utilized efficiently.
- C. LCEMA, at its sole option, and the USADRC, as directed by LCEMA, will include representatives of the other in its committees, task forces, and working groups formed to mitigate, prepare for, respond to and recover from disasters or other emergencies.
- D. The USADRC will not make any comments to the media on behalf of either the Unified or Incident Command without prior authorization from the Unified or Incident Command.
- E. As coordinated by LCEMA, cooperative arrangements for emergency planning, training, exercising, response, recovery, mitigation, and community emergency preparedness and response education will be developed and maintained by LCEMA and USADRC.

## **VI. Emergency Program Coordination**

### **A. Preparedness**

- As coordinated by LCEMA, LCEMA and the USADRC will make available to the extent possible to the other, training, educational and development opportunities for their respective personnel.
- Each organization will pursue joint Disaster training, exercising, community and business emergency preparedness education programs.

### **B. Planning**

- USADRC will work with LCEMA to address recommendations for improving USADRC's capabilities to provide the electrical power, emergency communications, scene lighting, and other services and/or equipment that LCEMA determines could be needed at disaster sites.

### **C. Response**

- As requested by or through LCEMA, and subject to equipment and personnel availability at such time, USADRC will provide its services during a response to a major emergency or disaster in Lake County.
- LCEMA and USADRC agree to keep the other informed of developing disaster and emergency situations and of any known victim or emergency responder needs relating to the disaster or emergency situation.
- During major emergency events or disasters where USADRC services are deemed necessary by Lake County EMA, USADRC and LCEMA will advise each other on the actions they have taken and that have been taken by others if known, in order to ensure effective assistance to disaster victims and to ensure efficient use of resources.
- During a major emergency or disaster whereby an influx of spontaneous volunteers should occur, the USADRC shall refer such persons to the LCEMA, or an organization it has designated.
- LCEMA and USADRC will work jointly to share, where appropriate, Disaster Assessment information which would be used to provide additional resource for determining level of staff and resources needed to alleviate disaster caused needs.

## **VII. Use of USA Disaster Relief Corps name and logo and of the Lake County name and logo**

Both parties will coordinate regarding the use of each other's name and logo, and will obtain prior written approval for the use thereof.

## **VIII. USA Disaster Relief Corps Fund Raising**

The USADRC shall not conduct any public fundraising.

## **IX. Agreement Review and Update**

Representatives of USADRC and LCEMA will meet annually, on or around the date of this agreement, to evaluate the progress in the implementation of the Memorandum of Understanding and to revise and develop new plans, goals or agreements as appropriate.

This agreement shall be effective immediately upon the signature of the last party of the agreement.

It is understood by both parties that at any time this Agreement may be terminated by written notification from either party to the other.

**X. Term of Memorandum of Understanding**

This MOU shall be effective as of the date it is approved by both parties, and shall be in force for one year. The agreement shall automatically renew, for additional one-year periods, on each anniversary of its original approval, unless terminated by either party, or jointly modified by both parties, in writing.

This Memorandum of Understanding does not create a partnership or a joint venture, and neither party has the authority to bind the other.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

Suzi Schmidt  
Chairman  
Lake County Board

Dean Galloway  
President  
USA Disaster Relief Corps