

MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, THROUGH THE OFFICE OF EMERGENCY MANAGEMENT, THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE, AND UNITED WAY OF GREATER NASHVILLE

This Memorandum of Understanding is made by and between The Community Foundation of Middle Tennessee (“CFMT”), the United Way of Greater Nashville (“United Way”), and the Metro Nashville & Davidson County Office of Emergency Management (“OEM”). OEM has asked CFMT and United Way to serve as the named organizations in the Metro Nashville Comprehensive Emergency Management Plan (“CEMP”) identified to receive monetary donations during activated disasters in Davidson County. This Memorandum of Understanding is intended to provide clarity in the activities and collaboration of CFMT and United Way with OEM, and to ensure the donated funds are maximized to support disaster recovery efforts. The following agreement represents the joint understanding of OEM, CFMT, and United Way with respect to the administration of the funds, communication between the organizations, and the appointment and operations of the advisory committee that oversees distributions of disaster funds.

It is AGREED:

A. OEM will:

1. During an Emergency Activation, OEM will notify the Emergency Services Coordinator (“ESC”) for CFMT and United Way of the disaster activation and advise the ESC of their role in the Emergency Operations Center (“EOC”). If the activation scenario does not warrant the ESC to report to the EOC, OEM will brief CFMT and United Way about the nature of the necessary response.
2. Use best efforts to make a fundraising activation decision within 24-hours and notify CFMT and United Way. A written notification will be delivered to the ESCs for CFMT and United Way within 7 days. This document is to be signed by the Director of OEM, or their designee, the ESC of the agency being activated, and the Mayor, or their designee. All parties will receive a copy of the executed document. For clarification purposes, email may serve as written notification and acknowledgements with electronic signatures may serve as signatures.
3. Provide access to the EOC for all individuals who are designated ESCs. Provide a brief EOC orientation and tour to these ESCs to answer key questions about their war room roles.
4. Provide CFMT and United Way with the appropriate metrics for tracking manpower, equipment, volunteer hours, and services during a declared incident. Integrate results from United Way and CFMT into the overall disaster declaration report for the Mayor and other officials as necessary.
5. Notify CFMT and United Way of all appropriate internal training opportunities for their staff and non-OEM training opportunities available through various state/federal agencies. Include CFMT and United Way in the planning and execution of exercises or drills that test EOC war room activation.
6. Designate an OEM representative to serve on the Nashville Responds Disaster Advisory Committee to assist with the development of grant-making priorities pursuant to each specific disaster.

7. Notify and include representatives from CFMT and United Way in any activation of an Unmet Needs or Long-Term Recovery Committee and ensure that the discussion of cash/grant needs is prominent in the framing of unmet needs.
8. Create a security/safety management plan for monetary donations operations, in coordination with local law enforcement, if needed.
9. Assist in engaging Metro staff support for entry and processing of donation information, as needed.
10. Provide information to CFMT and United Way from the damage and needs assessments (see Information & Planning ESF #5), to help inform fundraising and distribution of monetary donations to the most needed areas.
11. Encourage cash donations and discourage unneeded in-kind goods.
12. Refer Metro Hotline callers who want to make monetary donations to CFMT and/or United Way in accordance with the activation provisions below.
13. Include CFMT and United Way as a recipient of all press releases issued from the Emergency Operations Center.

B. CFMT and United Way will:

1. Serve as the centralized collection agencies for non-designated donations of cash, securities, and credit card donations (hereinafter “monetary donations”) for the purpose of benefitting local disaster survivors through local nonprofit organizations, religious institutions, and entities of government.
2. Provide a staff member to act as the Emergency Services Coordinator (“ESC”), as well as an alternate, to ensure 24-hour availability to the Emergency Operations Center when requested by OEM. Ensure OEM is made aware of any changes to these assigned personnel. Make their background information available to OEM for background check/credentialing.
3. Establish methods and procedures for the receipt of cash, securities, and credit card donations.
4. Establish a communications plan to solicit donations from individuals, corporations, and foundations. Share approach to fundraising and fundraising communications with OEM as soon as plan is ready. Through this plan, provide information to VOAD organizations, community partners, OEM, and the general public, as appropriate.
5. Manage and account for donations, including acknowledging the donations and issuing charitable tax receipts to the donors as appropriate.
6. Direct people who want to volunteer to the Volunteer Center (a/k/a Hands on Nashville).
7. Direct people who want to contribute bulk material goods to The Community Resource Center, and those with smaller goods donations to the appropriate collection site.
8. Develop internal plans and procedures to support the CEMP.
9. Realize constant preparation and training are critical components of this agreement. Ensure that ESC designated employees maintain a basic level of emergency management training and incident oversight training. Comply with any current or future requirements of formal OEM partners related to training and/or professional development. Dedicate staff to support any exercises/drills that test EOC activation.
10. Work with the Mayor of Nashville & Davidson County, or their designee, to develop a Nashville Responds Disaster Advisory Committee, to assist with the development of grant-making priorities pursuant to each specific disaster.

11. Participate in any Long-term Recovery and/or Unmet Needs Committee and act as a Resource, including collecting of beneficiary feedback to gauge impact and address concerns, as may be necessary.
12. Participate fully in any official audit requested by Metro regarding monetary donations and distributions from the Nashville Responds Fund, which may include site visits to monitor compliance.
13. Provide to OEM a copy of your COOP (continuity of operations plan).
14. Participate in review/revisions of the CEMP.

C. United Way will:

1. In addition to collecting monetary donations, United Way will serve as the centralized distribution system for said monetary donations, which will be distributed to benefit local disaster survivors through local nonprofit organizations, religious institutions, and entities of government.
2. Facilitate Nashville Responds Disaster Advisory Committee meetings to evaluate requests for disbursement of disaster funds.
3. Coordinate with its Volunteer Center (“Hands on Nashville”) and 211 to staff donation hotlines.
4. Develop general guidelines on how and when the funds will be distributed, to allow for disbursement of funds for immediate needs but also allow for a portion of the funds to be held for a longer period of time in order to address long-term needs following the disaster.
5. Develop city-wide community partners who can be activated in an Emergency Activation to provide needed services to the city and survivors.
6. Manage the distribution of monetary donations to the community partners and other nonprofit organizations, religious institutions, and entities of government serving survivors based on need. Provide specific and uniform guidelines for accounting and review of financial reporting of these distributions. Use “Charity Tracker” or some other comparable platform to ensure the fair and equitable distribution of funds.
7. Within 30 days of making a disaster fund distribution, publicly post information about the recipients of the funds and the purpose of the distribution and share location of public posting with OEM.
8. Track distribution of monetary donations for reporting to State, Federal, and local agencies, as well as to the public.
9. In grant award agreements, require the funded agency to inform recipients of Nashville Responds Fund benefits that those services/supports were funded through the Nashville Responds Fund. Also require the funded agency to acknowledge funding from the Nashville Responds Fund in its public information such as: websites, newsletters, press releases, and social media.
10. Notify the designated OEM representative of any meetings of the Nashville Responds Disaster Advisory Committee.

D. CFMT will:

1. Establish a policy and procedure to transfer monetary donations to United Way for distribution to benefit local disaster survivors through local non-profit organizations, religious institutions, and entities of government. This includes any remaining funds that are uncommitted from

prior disaster fundraising. In the event that CFMT receives funding for a Davidson County disaster, and it is determined that transferring said funding to United Way for distribution is inappropriate, CFMT will communicate the details to United Way and OEM, and determine how to work together as collaborative funders, ensuring there is no duplication of funding to funding recipients.

2. Be a member of the Nashville Responds Disaster Advisory Committee.

E. OEM, United Way, and CFMT agree:

1. To designate a lead staff person to manage the relationship between the parties.
2. To meet on an annual basis to review this MOU and make improvements to procedures or the overall support function. Any amendments to this MOU will require the agreement of all parties in writing.
3. Include the designated staff representative in meetings, public forums, and other opportunities that will improve the relationship, the fulfillment of the support function, and generally build understanding and good will between the agencies.
4. Update the parties with the names and contact information for staff assigned to this function.
5. The parties to this MOU shall not discriminate on the basis of age, race, sex, color, national origin or disability in hiring and employment practices, or in admission to, access to, or operation of programs, services, and activities.
6. The parties to this MOU agree to comply with all applicable federal, state, and local laws and regulations.
7. CFMT and United Way will provide to OEM a copy of the agency's certificate of liability insurance coverage.
8. CFMT and United Way will indemnify and hold harmless METRO, its officers, agents and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of its officers, employees, and/or agents, including its sub or independent contractors, in connection with performance of this Memorandum.
9. Nothing herein shall in any way create a partnership or joint venture between the parties or create the relationship of principal and agent. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party.
10. To the extent CFMT and United Way gain access to the Metropolitan Nashville Comprehensive Emergency Management Plan or other contingency plans used by government to respond to acts of terrorism, violence, or other man-made disasters, CFMT and United Way shall treat those plans as confidential and not open for public inspection.
11. Notices and Designation of Agent for Service of Process:

CFMT:
Hal Cato
3421 Belmont Boulevard
Nashville, TN 37215

United Way:
Brian Hassett
250 Venture Circle

Nashville, TN 37228

OEM:

William Swann
2060 15th Avenue South
Nashville, TN 37212

12. This MOU may be terminated by any party at any time, upon sixty days written notice. Metro shall have the right to immediately terminate this MOU with either party for cause, as determined by Metro.
13. Effective Date: This agreement shall not be binding upon the parties until it has been signed and approved by the Metropolitan Council.
14. Term of the Agreement: This MOU shall last no longer than sixty months after the effective date.
15. The parties agree to the Activation policy and procedures and Reporting Requirements outlined in this MOU.

REPORTING REQUIREMENTS

1. Per the CEMP, the disaster fundraising entities are required to provide public reporting within 30 days of distribution of funds, with said reports to be filed with OEM and Metro Finance.
2. CFMT and United Way will work together to develop common public reporting data and format, as agreed upon by Metro Finance department.
3. CFMT and United Way agree to share the data with OEM within the timelines outlined in this section or upon special request.
4. CFMT and United Way will provide Metro, state, or federal agencies, at a minimum, with the following data:
 - a. The total amount of donated funds raised.
 - b. The total amount of donated funds distributed.
 - c. Organizations receiving funds, including the amount and date of said distribution.
 - d. What the recipients of the donated funds did with the funds. This data shall include the demographics and zip codes of the populations served.
 - e. The administrative fees and transactions fees related to these donated funds that have been withheld by CFMT and United Way. Any administrative fees shall be reasonable and established by United Way in advance and approved by Metro Finance in writing. CFMT will only withhold transaction fees (e.g., credit card processing fees).
5. CFMT and United Way will report the data periodically within the following timeframes:
 - a. Within the first 72 hours of an activation.
 - b. Within the first week of an activation.
 - c. Within the first month of an activation.
 - d. Each month thereafter, until Metro has determined that there is no longer an activated disaster.
6. OEM will share this data with Metro Finance, the Metro Council, other necessary Metro officials, and the larger community on a regular basis, not to exceed every 30 days.

7. Penalty for non-compliance with Reporting Requirements: Failure of CFMT or United Way to comply with these reporting requirements shall constitute just cause for Metro to immediately terminate this MOU with the noncompliant party.

THE PARTIES SIGNATURE PAGE

Office of Emergency Management (“OEM”)

Signature: William Swann
William Swann (Jan 9, 2024 13:57 CST)

Name and Title: Director Chief of Fire & OEM

Date: Jan 9, 2024

The Community Foundation of Middle Tennessee (the “The Foundation”)

Signature: Hal Cato
Hal Cato (Jan 9, 2024 13:47 CST)

Name and Title: Hal Cato, CEO

Date: Jan 9, 2024

United Way of Greater Nashville (“United Way”)

Signature: Brian Hassett
Brian Hassett (Jan 10, 2024 08:34 CST)

Name and Title: President and CEO

Date: Jan 10, 2024

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE**

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/mjw

Director
Department of Finance

1/10/2024

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

Balogun Cobb

Director of Insurance
Metropolitan Government

1/10/2024

Date

APPROVED AS TO FORM AND LEGALITY:

Cynthia E. Dross

Assistant Metropolitan Attorney

01/10/2024

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date

20240104 Draft OEM-UW-CFMT Disaster MOU CLEAN

Final Audit Report

2024-01-10

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| Created: | 2024-01-09 |
| By: | Heidi Mariscal (heidi.mariscal@nashville.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA74Lcin9bBmE04RBJPdGAGnCRXLTwjOAh |

"20240104 Draft OEM-UW-CFMT Disaster MOU CLEAN" History

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2024-01-09 - 6:46:56 PM GMT- IP address: 170.190.127.194
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2024-01-09 - 6:50:41 PM GMT
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2024-01-09 - 6:50:41 PM GMT
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2024-01-09 - 6:51:20 PM GMT- IP address: 40.94.28.174
-  Email viewed by Hal Cato (hal@cfmt.org)
2024-01-09 - 7:46:37 PM GMT- IP address: 70.91.119.129
-  Document e-signed by Hal Cato (hal@cfmt.org)
Signature Date: 2024-01-09 - 7:47:04 PM GMT - Time Source: server- IP address: 70.91.119.129
-  Document e-signed by William Swann (william.swann@nashville.gov)
Signature Date: 2024-01-09 - 7:57:36 PM GMT - Time Source: server- IP address: 170.190.198.185
-  Email viewed by Brian Hassett (brian.hassett@unitedwaygn.org)
2024-01-10 - 2:34:12 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Brian Hassett (brian.hassett@unitedwaygn.org)
Signature Date: 2024-01-10 - 2:34:45 PM GMT - Time Source: server- IP address: 12.14.148.114

✔ Agreement completed.

2024-01-10 - 2:34:45 PM GMT