

**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 (“The Foundation”), the United Way of Greater Nashville (“United Way”), and the Office of Emergency Management (“OEM”). OEM has asked The Foundation 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 The Foundation 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, The Foundation, 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. The Foundation and United Way will:

1. Serve as the centralized collection and distribution system for managing non-designated donations of cash, securities, and credit card donations (hereinafter “monetary donations”) which will be distributed to benefit local disaster victims 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. During Emergency Activation, activate its internal Incident Management Team within three hours based on OEM situation briefing.
4. Establish methods and procedures for the receipt of cash, securities, and credit card donations.
5. 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.
6. Establish a communications plan to solicit donations from individuals, corporations, and foundations. Through this plan, provide information to VOAD organizations, community partners, OEM, and the general public, as appropriate.
7. Coordinate, if needed, with Hands on Nashville (“HON”) and 211 to staff donation hotlines.

8. Manage and account for donations including acknowledging the donations and issuing charitable tax receipts to the donors as appropriate.
9. Facilitate Metro Nashville Disaster Response Fund Advisory Committee meetings to evaluate requests for disbursement of disaster funds. Each agency will participate.
10. Manage the distribution of monetary donations to those nonprofit organizations, religious institutions, and entities of government serving victims based on need, and provide guidelines for accounting and review of financial reporting of these distributions.
11. Within 30 days of making a disaster fund distribution, post information about the recipient of the funds and the purpose of the distribution.
12. Track distribution of monetary donations for reporting to State, Federal, and local agencies, as well as to the public.
13. In grant award agreements, require the funded agency to inform recipients of Metro Nashville Disaster Response Fund benefits that those services/supports were funded through the Metro Nashville Disaster Response Fund. Also require the funded agency to acknowledge funding from the Metro Nashville Disaster Response Fund in its public information such as: websites, newsletters, press releases, and social media.
14. Direct people who want to volunteer to Hands on Nashville.
15. 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.
16. Notify OEM representative of any meetings of the Metro Nashville Disaster Response Fund Advisory Committee.
17. Develop internal plans and procedures to support the CEMP.
18. 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.
19. Participate in the Long-term Recovery and/or Unmet Needs Committee and act as a resource, when possible.
20. Participate in any audit requested by Metro re: monetary donations and distributions of the Metro Nashville Disaster Response Fund.
21. Provide to OEM a copy of its own agency COOP (continuity of operations plan).
22. Participate in review/revisions of the CEMP.

B. OEM will:

1. During Emergency Activation, notify the Emergency Services Coordinator (“ESC”) of the disaster activation through the means they deem appropriate (conference call, cell phone discussion, or email) and advise the ESC of their role in the Emergency Operations Center (“EOC”). If the activation scenario does not warrant a response to the EOC, OEM will brief The Foundation and/or United Way about the nature of the response.
2. Provide access to 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.
3. Provide The Foundation and United Way with the appropriate metrics for tracking manpower, equipment, volunteer hours, and services, during a declared incident. Integrate

- results from The Foundation and United Way into the overall disaster declaration report for the Mayor and other officials as necessary.
4. Notify The Foundation and United Way of all appropriate internal training opportunities for their staff and non-OEM training opportunities available through various state/federal agencies. Include The Foundation and United Way in the planning and execution of exercises or drills that test EOC war room activation.
 5. Notify and include representatives from The Foundation 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.
 6. Designate a representative to serve on the Metro Nashville Disaster Response Fund Advisory Committee to assist with the development of grant-making priorities pursuant to each specific disaster.
 7. Create a security/safety management plan for monetary donations operations, in coordination with local law enforcement, if needed.
 8. Assist in engaging Metro staff support for entry and processing of donation information, as needed.
 9. Provide information to The Foundation and United Way from the damage and needs assessments (see Information & Planning ESF #5), to help inform distribution of monetary donations to the most needed areas.
 10. Encourage cash donations and discourage unneeded in-kind goods.
 11. Refer Metro Hotline callers who want to make monetary donations to The Foundation and/or United Way in accordance with the activation provisions below.
 12. Include The Foundation and United Way as a recipient of all press releases issued from the Emergency Operations Center.

C. The Foundation, United Way, and OEM agree:

1. To designate a lead staff person to manage the relationship between agencies.
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, or generally build learning and good will between the agencies.
4. Update each other with 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. The Foundation and United Way will provide to OEM a copy of the agency's certificate of liability insurance coverage upon request.
8. The Foundation 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 The Foundation 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, The Foundation 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:

The Foundation:
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 detail below.

ACTIVATION DURING OR FOLLOWING A DISASTER IN DAVIDSON COUNTY

The Community Foundation of Middle Tennessee ("The Foundation") and United Way of Greater Nashville ("United Way") have been asked by Metro Nashville Office of Emergency Management ("OEM") to serve as the named organizations in the Metro Nashville Comprehensive Emergency Management Plan ("CEMP") identified to receive and distribute monetary donations during activated disasters in Davidson County. This Memorandum of Understanding is intended to provide clarity in the activities and collaboration of The Foundation and United Way with OEM, and to ensure the donated funds are maximized to support disaster recovery efforts. The following

represents the joint understanding of OEM, The Foundation, and United Way with respect to the administration of the funds, communication between the organizations, and the appointment and operations of the Metro Nashville Disaster Response Fund Advisory Committee that oversees distributions of disaster funds.

It is possible that depending upon the scale and the scope of an individual disaster that impacts Davidson County, The Foundation and the United Way may be individually activated to fundraise or both may be activated to fundraise. The communication of whether one or both are officially activated to fundraise on behalf of Metro for a disaster will come from OEM.

SINGLE ENTITY ACTIVATION

1. In the event only one organization (either The Foundation or United Way) is activated to raise funds for a Davidson County disaster, the other organization commits to promoting and encouraging donors to give money to the activated organization. In the rare event a donor indicates they would prefer to give elsewhere and not to the activated organization, the donor will be provided with alternative giving opportunities so the donation is not lost.
2. In the event only one organization (either The Foundation or United Way) is activated to raise funds for a Davidson County disaster, the activated organization commits to having a representative of the non-activated organization on its disaster grantmaking advisory committee. The Foundation and United Way staff will confer to identify the representative for this role.
3. In the event that The Foundation or United Way receive funding for a Davidson County disaster for which they were not activated, they will communicate the details to one another and to OEM, and determine how to work together as collaborative funders, ensuring there is no duplication of funding to a partner. It is important to note that both The Foundation and United Way are active members of Nashville VOAD and have a history of working together as members of past disaster Long Term Recovery Groups, including roles as members and/or leaders of allocations committees.

DUAL ENTITY ACTIVATION

1. In the event that both The Foundation and United Way are activated for a Davidson County disaster, staff will begin work immediately to develop a clear, concise, and shared message for donors in order to maximize donations.
2. The Foundation and United Way will work together to establish and staff one disaster grantmaking advisory committee whose members are defined in the CEMP for the Metro Nashville Disaster Response Fund Advisory Committee. Having a single committee will streamline the grantmaking process.
3. Per the CEMP, the activated fundraising entities have the authority to develop grantmaking protocol. This will be done collaboratively, and it is expected that The

Foundation and United Way will use a common grant application and grant report to simplify the process for the nonprofit organizations that will be seeking and receiving funds for disaster response activities.

REPORTING REQUIREMENTS

1. Per the CEMP, the disaster fundraising entities are required to provide public reporting within 30 days of distribution of funds.
2. The Foundation and United Way will work together to develop common public reporting data and format, as agreed upon by OEM.
3. The Foundation and United Way agree to share the data with OEM within the timelines outlined in this section, or upon special request.
4. The Foundation and United Way will provide OEM with, at a minimum, the following data:
 - A. The total amount of donated funds raised.
 - B. The total amount of donated funds distributed.
 - C. To which organizations these funds were distributed.
 - D. What the recipients of the donated funds will do with the funds. This data shall include the demographics and zip codes of the populations that these recipients serve.
 - E. The administrative fees and transactions fees related to these donated funds that have been withheld by The Foundation and United Way.
5. The Foundation 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 periodic basis.
7. **Penalty for non-compliance with Reporting Requirements: Failure of The Foundation or United Way to comply with these reporting requirements shall constitute just cause for Metro to immediately terminate this MOU with the non-compliant party.**

THE PARTIES SIGNATURE PAGE

Office of Emergency Management (“OEM”)

Signature: William Swann
(William Swann (Aug. 28, 2023 10:56:41))

Name and Title: Director Chief Fire/OEM

Date: Aug 28, 2023

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

Signature: Hal Cato
(Hal Cato (Aug. 25, 2023 16:31 CDT))

Name and Title: Hal Cato, CEO

Date: Aug 25, 2023

United Way of Greater Nashville (“United Way”)

Signature: Brian Hassett
(Brian Hassett (Aug. 25, 2023 12:12 CDT))

Name and Title: President & CEO

Date: Aug 25, 2023

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:


Director
Department of Finance

AP


Date

APPROVED AS TO INSURANCE
REQUIREMENTS:


Director of Insurance
Metropolitan Government

September 7, 2023
Date

APPROVED AS TO FORM AND LEGALITY:


Assistant Metropolitan Attorney

September 7, 2023
Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date