**Memorandum of Understanding between**

**The CITY of \_\_\_\_\_ and**

{*Spell out Private Non-Profit’s Legal Name*}

**For:** {*select one of the items in the text below}*

*1 Donations Management Services; or*

*2 Disaster Feeding; or*

*3 Provision of Facilities for use as congregate shelters, or sites for other disaster related services; or*

*4 Disaster Related Transportation Services;*

*5 Pet Rescue and Care; or*

See page 31-31 for instructions on using this sample template.

*6 Emergency Medical Services; or*

*7 Emergency Supply Distribution (PODs); or*

*8 Other (Specify)*

**(Delete this text from final version)**

**Purpose and Parties to this Memorandum of Understanding**

The purpose of this Memorandum of Understanding (MOU) is to describe the working relationship between the {*City of* \_\_\_\_\_ }, (hereinafter CITY) and the *{Private Non-Profit* } organization, hereinafter (PROVIDER) for the provision of post disaster survivor’s services, which may include goods, services, and/or facilities as described in the **Scope of Services**, below

**Background**

On {*date*} the CITY experienced a disaster caused by *{describe the event, i.e. hurricane, tornado, earthquake, wild fire, etc*. *Add in additional information about the area affected; the number of injuries; the number of fatalities; the number of homes damaged; the number of homes destroyed; the number of businesses affected; the estimated damage to the public infrastructure; utility outages; roads and bridges damaged or destroyed; and any other significant damages. (Reference the local and state proclamations for specific details.)*}

The CITY proclaimed a local disaster on {*date*}. The Governor of {*state*} proclaimed a state of disaster on {*date*}. The President of the United States issued a disaster declaration, DR *{enter number if available*} on {*date*}.

As a result of this proclaimed disaster event in the CITY, facilities, services, resources, and inventories of disaster supplies may be in critically short supply. Under these circumstances, the CITY will use pre-designated relationships and Memoranda of Understandings (MOU’s) with local private non-profit services or facilities in an effort to fulfill critical unmet needs.

This MOU outlines an agreement to cooperate in the provision of emergency response activities and the provision of goods and services for disaster survivors.

This Memorandum shall identify both the potential services and goods that may be made available by the PROVIDER, as well as establish the administrative, record keeping, communication, and reimbursement protocols.

***(Select the appropriate sample language below.)***

1. ***DONATIONS****: Due to both its previous disaster experience managing donated goods and warehouse expertise, the CITY hereby designates the PROVIDER as the lead agency for the CITY for managing large amounts of donated goods following this disaster event. This will include the collecting, valuation, sorting, warehousing, and distributing donated goods.*
2. ***MASS FEEDING****: Due to the PROVIDER’s previous extensive experience in disaster mass feeding, the CITY authorizes the PROVIDER to furnish meals for disaster survivors at one or more locations.*
3. ***SHELTERING****: Following a disaster, many survivors may be homeless and in need of shelter. This MOU provides an arrangement for the PROVIDER to set up and operate a congregate shelter under the general direction of the CITY and for the benefit of its residents affect by the disaster.*
4. ***TRANSPORTATION:*** *The PROVIDER has extensive experience in serving the community’s transportation needs, {particularly, the transportation needs of persons with disabilities.} Furthermore, the PROVIDER has the management and equipment infrastructure necessary to provide these services at a reasonable cost to the CITY.*
5. ***Pet Rescue and Care:*** *The PROVIDER has long standing experience in furnishing household pet rescue, veterinary care, and feeding for pets separated from their owners by the disaster.*
6. ***Emergency Medical Services:*** *The PROVIDER has the specialized and well trained personnel, equipment, and supplies necessary to address the emergency medical and / or dental needs of survivors injured by the disaster. The PROVIDER may also be called upon to treat survivors who, because of the disaster, cannot access their usual medical providers, laboratories or pharmacies. To meet these immediate and emergency medical needs of the community, the CITY authorizes the PROVIDER to open, staff and operate temporary ancillary facilities to meet the emergency medical needs of the community. Whenever possible, the survivors medical insurance shall be billed to minimize costs.*
7. ***Emergency Supply Distribution:*** *Due to disruptions in the normal retail distribution system, and utility infrastructure disruptions that make normal retail distribution impossible, the PROVIDER agrees to set up and operate a* ***Point of Distribution*** *at the request of the CITY. This may include the distribution of food, water, ice, cleaning supplies, and other disaster related commodities.*
8. ***Other:*** *{Describe here the specific need caused by the disaster, and the PROVIDER’s unique capability to address the needs of the community for disaster recovery.} {State that the PROVIDER will furnish these goods or services at the specific request of the CITY.}*

**(Delete this text from final version)**

**General Terms**

* It is incumbent on both the CITY and PROVIDER to work in a cooperative manner to satisfy post-disaster survivor’s life safety, physical and mental health needs.
* By entering into this MOU, PROVIDER agrees to use best efforts to assist the CITY in mitigating the effects of a disaster upon members of the community.
* The PROVIDER can assist the CITY to provide critical post disaster support to local residents that the CITY is unable to reach, or lacks the capacity to serve in a timely or effective manner.

**General Best Effort**

* The parties understand that a disaster may have a debilitating effect upon PROVIDER itself, its own staff, or the people it serves, which may affect its ability to perform under this MOU.
* This MOU is based upon PROVIDER’s intent to respond and provide assistance to the citizens of CITY, subject to the capacity and resources of PROVIDER at the time of the event.

**Duties, Expectations, and Responsibilities**

**CITY’s Duties, Expectations, and Responsibilities**

1. The CITY shall notify the PROVIDER of the activation of this MOU for provision of goods and /or services under this MOU.
2. The CITY shall locate, in cooperation with the PROVIDER, a mutually agreeable site for PROVIDER to set up operations, if the operations require such a facility.
3. The CITY shall serve as the responsible party for any costs associated with the opening and operating of the operations as defined under this MOU. This may include leases or rentals, utility expenses, food stuffs, and other supplies, etc. Equipment owned and furnished by the PROVIDER ***shall or shall not***be reimbursed by the CITY on the basis of FEMA’s current Schedule of Equipment Rates.
4. The CITY shall provide all equipment and supplies necessary for PROVIDER to run operations, if the PROVIDER cannot furnish same. Both CITY and PROVIDER will attempt to fill these resource/equipment needs through donations.
5. The CITY shall provide a liaison to PROVIDER from CITY government.
6. The CITY shall furnish PROVIDER with a list of other organizations that are providing similar disaster victim’s services and coordinate resource needs for all PROVIDERS, when shortages of critical supplies may exist.
7. The CITY may provide additional personnel/volunteers, as needed, to support PROVIDER when those resources are available to the CITY.
8. The CITY may provide a seat for PROVIDER in the CITY EOC, as needed.
9. The CITY shall invite PROVIDER to participate as a member of the CITY Disaster Recovery Coordination Team as long as they shall provide goods or services under this MOU.
10. The CITY shall reimburse travel, lodging, and per diem expenses for PROVIDER management personnel involved in support of CITY, based on proper and sufficient receipts or other supporting documentation provided by PROVIDER to verify expenses. Lodging, per diem, and mileage will be reimbursed at the current CITY rate which will be outlined to PROVIDER at the onset of operations.
11. The CITY shall provide the necessary forms and guidelines necessary to receive reimbursement for expenses.
12. The CITY shall identify to PROVIDER to whom necessary documents should be submitted to receive reimbursement.
13. The CITY shall furnish to the PROVIDER regular situation updates on the status of disaster survivor’s services required and closely coordinate with the PROVIDER when reduction or elimination services provided under this MOU are appropriate.
14. The CITY shall allow PROVIDER to retain its own identity and follow its own internal management principles, processes, and procedures during disaster operations.

**PROVIDER’s Duties, Expectations, and Responsibilities**

1. The PROVIDER shall only furnish goods and/or services as outlined in this MOU. If the PROVIDER wished to provide additional goods or services beyond the scope of this MOU, the PROVIDER must first obtain specific written authorization from the CITY before providing such goods and/or services to disaster survivors.
2. The PROVIDER shall furnish overall management for all operations and personnel working under this MOU.
3. The PROVIDER shall supervise all of their paid employees and all volunteers involved under the terms of this MOU.
4. The PROVIDER shall assist CITY in locating and evaluating a suitable facility, as needed, for the provision of services under this MOU.
5. The PROVIDER shall utilize its existing relationships to secure donations of any equipment, supplies, and services needed to support operations; otherwise, CITY will provide the necessary material support, upon written request from the PROVIDER. Use the ICS-213 Resource Request form for this purpose.
6. The PROVIDER shall make goods available, as appropriate, to local organizations that are distributing goods and are recognized and approved by the CITY.
7. The PROVIDER shall provide daily records of its activities, its employees, volunteers, and the clients served on forms provided by the CITY (See Attachments VII, VIII and IX)
8. The PROVIDER may use community volunteers to assist with its operations as needed. All volunteers will work as part of the PROVIDER’s volunteer cadre, and shall not be considered employees or volunteers of the CITY.
9. The PROVIDER will turn over operations to local volunteer organizations when they are able to assume and accept this responsibility if needed.
10. The PROVIDER will provide a liaison, when available, to the CITY Emergency Operations Center, if requested.
11. The PROVIDER will participate as a member of the CITY Disaster Recovery Coordination Team as long as they shall provide goods or services under this MOU.
12. The PROVIDER may provide management and operation of distribution sites and/or mobile distribution if needed, and when personnel are available.
13. The PROVIDER will coordinate with the CITY during the demobilization period, as its operations are reduced or shut down entirely to ensure that survivor’s services will continue to be provided when the need exists.
14. The PROVIDER may make necessary purchases only upon receiving written authorization from CITY. These purchases will be in compliance with CITY, and state procurement policies for purchasing such items, and in compliance with Title 2 of the Code of Federal Regulations, whichever is more restrictive.
15. The PROVIDER shall furnish workers compensation and/or liability insurance for all PROVIDER employees and registered PROVIDER volunteers. These individuals shall not be considered employees of CITY for the purposes of third party tort claims or personal injury.
16. The PROVIDER is authorized to accept in-kind donations on behalf of the CITY, when those in-kind donations supports its mission and reduce overall operational costs. All in-kind donations shall be documented using the CITY’s Donations Acceptance Form, or the PROVIDER’s own form, which sufficiently tracks the value of in-kind donations, and provides for proper transfer of ownership and release of claims. (See Attachments XIII and XVI.) For any donations which are made with restrictions on use, those restrictions must be honored, e.g, “These donated goods must remain in CITY for use by local residents.”

**Description of Services or Facilities Provided**

{*Describe in general detail the anticipated scope of services which shall be the subject of this MOU*. Reference the list in text box number 3 below.}

{*In this section, Do Not describe any aspects of possible reimbursement for the goods and/or services furnished by the PROVIDER*.} **{Delete this paragraph in the final version.}**

Additional goods or services subsequently furnished by the PROVIDER will require a written addendum to this MOU, if such goods or services expand the **Scope of Work** defined in this MOU.

*1 Donations Management Services; or*

*2 Disaster Feeding; or*

*3 Provision of Facilities for use as shelters, or sites for other disaster related services; or*

*4 Disaster Related Transportation Services; or*

*5 Pet Rescue and Care; or*

*6 Emergency Medical Services; or*

*7 Emergency Supply Distribution (PODs); or*

*8 Other (Specify)*

**(Delete this text box from final version)**

**Location(s) of Services Provided**

{*Provide the street address of the location(s) where the PROVIDER may furnish goods and/or services*.}

**Scope of Services Provided**

{*Describe the specific goods and/or services to be furnished by the PROVIDER.}*

*EXAMPLE: {The PROVIDER will provide mass feeding of breakfast, lunch and dinner meals at the above listed site. The PROVIDER will furnish all kitchen equipment, food, supplies and fuel necessary to serve up to 1,000 meals per breakfast, lunch and dinner. PROVIDER will use its own kitchen, refrigeration and storage vehicles*.}

{*The CITY shall furnish a (specify dimensions) large enclosed tent, tables and chairs*.}

**Guidelines for Deployment**

* The CITY is in a State of Emergency due to {*enter name of specific disaster; and FEMA DR number, if available}* and the CITY has determined that extraordinary assistance is needed to provide life critical services to disaster survivors and has submitted a request for support to PROVIDER.
* The CITY’s requests for deployment will include information regarding where services are needed and who to contact at the CITY or the Emergency Operations Center (EOC) .
* After the CITY makes the initial call for resources, PROVIDER shall respond with information about its available resources and the time line for delivery.
* PROVIDER shall only provide disaster related services upon receiving specific written direction of the CITY when a disaster occurs.
* Organizations that are already the recipient of public funding for their existing programs serving the community should check with their funding sources before an event for guidelines on the types of services that may be reimbursable under other existing agreements.

**No Self-Deployment**

* The PROVIDER shall not self-deploy to provide any disaster related services subject to this MOU.
* For the purpose of this MOU, self-deployment shall mean that PROVIDER has responded without a written request having first been made by the CITY.
* The CITY recognizes, however, that self deployment may occur during chaotic or catastrophic circumstances if PROVIDER sees a need and has the ability to assist.
* Should the PROVIDER self-deploy under conditions of an extreme emergency or disaster, the PROVIDER shall at the earliest opportunity notify the CITY and sign such documentation for the provision of services and/or facilities as requested by the CITY.

**Indefinite Response Times**

It is understood that PROVIDER will respond based upon its capacity and resources at the time of the event. Because many disasters are “sudden-onset,” no-notice events, it may take the PROVIDER time to marshal its personnel, equipment and supplies to provide services to disaster victims.

**Site Pre-use Inspection Report**

Prior to opening an individual facility or site for use in the provision of disaster services, the PROVIDER must take photographs of the site to document its condition prior to use. The PROVIDER must also fill out the Disaster Shelter Site Cost Recovery Worksheet form provided in Attachment IV.

**Site Post-use Inspection Report**

After closing down an individual facility or site for use in the provision of disaster services, the PROVIDER must take photographs of the site to document its condition following its use. The PROVIDER must also fill out the Disaster Shelter Site Cost Recovery Worksheet form provided in Attachment V.

**Points of Contact**

**CITY’s Agents:** See Attachment I

**PROVIDER’s Agents:** See Attachment II

**Records and Documentation**

For purposes of the CITY’s administrative functions, it is necessary to fully document the expenses incurred under the terms of this MOU for the provision of disaster related survivor’s services. The cost accounting and record keeping requirements also include requirements of the state and Federal governments for disaster assistance.

**Record Keeping**

Records must be created and maintained for each separate service site, i.e., a separate file for each shelter operated, or a separate set of records for each separate mass feeding site, etc. At a minimum, the forms contained in Attachments VII, VIII, and IX to this MOU are required each day. Depending on the nature of the goods and/or services provided, additional records must be created and maintained. Failure to properly document costs may result in reduced reimbursements. CITY staff can assist the PROVIDER with explanations and samples of proper documentation. No HIPPA covered records should be maintained in the files.

**Record Management**

The CITY must have a record management system and all records related to disaster related goods and/or services furnished by the PROVIDER must be transferred to the CITY on a daily basis. All records must clearly identify the site where goods and/or services were provided and the date provided. Nothing in this MOU shall pre-empt the existing record keeping protocols of the PROVIDER. However, if the PROVIDER’s records do not meet state emergency management or FEMA record keeping requirements, then additional records must be created and maintained for the CITY’s use in its disaster accounting and cost recovery processes.

**Record Retention**

Federal record retention requirements are spelled out in Title 2 of the Code of Federal Regulations, §200.333. Records for Federal disaster assistance must be retained for not less than 3 years after the closure of the final project under the Public Assistance program. In some cases, this may require the maintenance of records for a decade or longer. Some state’s records retention requirements may exceed Federal requirements. {*Add state records retention requirements if they exceed the Federal requirements in 2 CFR, §200.333*}

**Procurement**

All purchases, rentals, or leases of supplies, equipment, and services made under the terms of this MOU shall comply with applicable state and Federal procurement regulations. Federal procurement regulations are found in Title 2 of the Code of Federal Regulations, Part 200 (Sections 200.317 through 200.326)

**Expense Reimbursement Process**

On not less than on a weekly basis, and upon the closure of a facility or the closing of a distribution/service center, the PROVIDER shall prepare a summary of all operating expenses authorized under this MOU and submit a request for reimbursement to the CITY. If Attachments X, XI, and XII are not already a part of the record, they shall be submitted with the first request for reimbursement.

**Cost Allocation (if any)**

{*In this section, spell out all specific responsibilities for costs which may be a part of this MOU. Specify which incurred costs will be covered by the CITY and which, if any costs, will be borne by the PROVIDER. Also, in this section spell out if any costs are expected to be covered by donations or contributions.*}

**Independent Organization Status**

At all times, the PROVIDER shall be an independent agency working at the request and direction of the CITY to provide disaster related services for the benefit of disaster survivors.

**Changes to MOU**

Any changes to this MOU must be in writing and any changes require the signatures of both parties, including the Points of Contact information.

**Term of MOU**

The term of this MOU shall be from {*Month, Date, and Year*} through {*Month, Date, and Year*} and may be extended by written mutual agreement of the parties.

**Termination of MOU**

This MOU will otherwise remain in effect for the term stated above, unless terminated by a 30 day written notification from either party.

**Periodic Review**

The City will contact PROVIDER once every three years to confirm the PROVIDER’s on-going willingness to participate in the MOU. The CITY and the PROVIDER shall notify the each other within 30 days of any changes in contact information, services, supplies, or rates applicable to this MOU.

**Signatures Page**

**Signatures for the CITY**

Name:

Signature:

Title:

CITY: {*City Name*}

Date:

**Signatures for the PROVIDER**

Name:

Signature:

Title:

PROVIDER: {*Private Non-Profit Organization*}

Date:

**Attachments I - XVI**

**ATTACHMENT I:** The CITY’s Points of Contact with Authority to Dispatch

**ATTACHMENT II:** The PROVIDER’s Points of Contact with Authority to Act

**ATTACHMENT III:** Provisions for labor and benefits costs.

**ATTACHMENT IV:** Facility pre-use photographic documentation and site report

**ATTACHMENT V:** Facility post-use photographic documentation and site report

**ATTACHMENT VI:** Facility or equipment lease or rental agreement documents, if any.

**ATTACHMENT VII:** Daily Operations Expense Report Form

**ATTACHMENT VIII:** Daily worker sign-in form (both employees and volunteers)

**ATTACHMENT IX:** Daily worker/volunteer activity log

**ATTACHMENT X:** PROVIDER’s Articles of Incorporation

**ATTACHMENT XI:** PROVIDER’s IRS 501(c)3 Letter

**ATTACHMENT XII:** PROVIDER’s Certificates of Insurance (if required)

**ATTACHMENT XIII:** In-kind or services Donations Acceptance Form {*Optional, if needed*}

**ATTACHMENT XIV:** Disaster Operations Meal Sign-In Sheet

**ATTACHMENT XV:**  Basic Donations Warehouse Needs{*Optional, only for Donations Management.*}

**ATTACHMENT XVI:** List of items authorized for donation and list of prohibited items. {*Optional, for donations management*}

**Note: In all cases, refer to FEMA regulations, particularly the current Public Assistance Program and Policy Guide (PAPPG) for specific regulations which may affect the eligibility of certain goods and services provided during disaster response and recovery. Activities which are otherwise eligible for state and or FEMA Public Assistance reimbursement may be ruled ineligible if proper documentation is not kept. Federal documentation requirements often exceed the normal documentation requirements of local government agencies and private non-profit organizations.**

**DO NOT DELETE this text box.**

**ATTACHMENT I: The CITY’s Points of Contact with Authority to Dispatch**

The following parties are responsible individuals with the authority to dispatch services, equipment or facilities on behalf of the CITY.

**First Point of Contact’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home # \_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Second Point of Contact’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home # \_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Third Point of Contact’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home # \_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EOC Main Phone # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ EOC Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT II: The Provider’s Points of Contact with Authority to Act**

The following parties are responsible individuals with the authority to dispatch services, equipment or facilities on behalf of the PROVIDER.

**First Point of Contact’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home # \_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Second Point of Contact’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home # \_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Third Point of Contact’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home # \_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT III**

Provisions for labor and benefits costs, if any, should be attached here. Include pay rates and benefit schedules that apply. If the PROVIDER has an MOU or Labor Agreement which specifies the pay and benefits for its employees, that document should be included here (See FEMA Form 90-128 as a sample).

**ATTACHMENT IV**

**Pre-use photographic documentation and site report**

Attach photographs of the facility (exterior and interior) before use and a written report of pre-existing facility conditions to document the facility state for tracking post-use restoration costs.

Use the **Disaster Shelter Site Cost Recovery Worksheet** (SP-5) from the Martinet Group, LLC

**ATTACHMENT V**

**Post-use photographic documentation and site report**

Attach post-closing photographs of the facility (exterior and interior) and a written report of facility conditions to document the facility state for tracking post-use restoration costs.

Use the **Disaster Shelter Site Cost Recovery Worksheet** (SP-5) from the Martinet Group, LLC

**ATTACHMENT VI – Lease or rental agreements (if any)**

Insert the facility or equipment lease or rental agreement documents, if any.

**ATTACHMENT VII**

**Daily Operations Expense Report Form**

Use the **Special Disaster Operations Report** form (SP-1) from the Martinet Group, LLC, or use the **Disaster Shelter Report for Cost Recovery** form (SP-2) from the Martinet Group, LLC, as appropriate for the operation.

**ATTACHMENT VIII**

**Daily worker sign-in form (both employees and volunteers)**

Use the **Special Disaster Operations Daily Time Log** (LEM-7) from the Martinet Group, LLC

**ATTACHMENT IX**

**Daily worker/volunteer activity log.**

Use the **EOC Individual Job Log,** or use the **ICS-214 (Modified) form (LEM-2)** from the Martinet Group, LLC.

**ALSO: The PROVIDER (Private Non-Profit) needs to provide timecards or their electronic time system records for both any paid staff and all volunteers working on the project.**

**FEMA and the auditors may request these records to cross check recorded time with the individual job logs and any equipment used**

**ATTACHMENT X**

**PROVIDER’s Articles of Incorporation**

**ATTACHMENT XI**

**PROVIDER’s IRS 501(c)3 Letter (Or equivalent document)**

**ATTACHMENT XII**

**PROVIDER’s Certificates of Insurance** (if required)

* General Liability
* Property Damage
* Automobile Insurance
* Worker’s Compensation

**ATTACHMENT XIII**

**In-kind goods or services Donations Acceptance Form**

Use the **Disaster Response and Relief Donation Form** (DON-1) from the Martinet Group, LLC

**Attachment XIV**

**Sign-In sheet for Meals served to disaster workers**

If feeding disaster response personnel, meals served should be tracked.Use the **Disaster Operations Meal Sign-In Sheet** (SP-3)

**ATTACHMENT XV: Basic Warehouse Needs**

**Operational needs may vary and must be evaluated based on the circumstances, scale and scope of each disaster response.**

**Cost Allocations:**

* The CITY **OR** PROVIDER (*specify which*) shall be responsible for all costs related to the operation and maintenance of this facility, including all of the utilities, trash collection services, transportation, equipment, warehouse supplies and office supplies provided for this donations management operation.
* The PROVIDER shall provide all personnel for this donations management operation at no cost whatsoever to the CITY, unless otherwise specified in writing within this document, as Attachment XIV.
* Describe the specific requirements for documentation and record keeping for this operation. (Attach the required documentation forms in Attachments VII, VII, and IX)
* Attach pre-facility use photographs and a written report of pre-existing facility conditions to document the facility state for tracking post-use restoration costs. Attach photographs and a written report as Attachments IV and V.
* Specify which party will provide property, liability and worker’s compensation insurance coverage for this operation. (Attach insurance documents as Attachment XII)

**Facility Specifications:**

* 100,000 — 250,000 sq. ft.
* 4 or more loading docks (minimum of 2) with dock plates (1 per dock)
* Forklift access ramp between interior and exterior of warehouse
* Office space to accommodate management team
* Personnel support / break area
* Adequate ventilation and climate control
* Indoor lighting
* Outdoor lighting if night operations are anticipated
* Toilets and sinks
* Safety shower & eye wash station (preferred)
* Showers (preferred)
* Parking for {*insert number of parking spaces needed*} staff vehicles
* Parking for disaster survivor clients (If needed)

**ATTACHMENT XV: Basic Warehouse Needs, Continued**

* Parking for donations trucks (Shipping and receiving)

**Utilities/Services:**

* Land line or generated electrical power
* Potable water, sanitation, and sewer services
* 6 each, Phone lines (4 lines rollover) (cell phones may be considered)
* 6 each, 4-Line phones with hold, forward, speaker, and headset capability
* 2 each, Fax lines
* High speed internet access for 10 devices

Hardwired or wifi internet connectivity.

* 30-40 cubic yard dumpster with on-demand emptying service
* Security Services (Describe if needed)
* Guard service
* Burglar alarm
* Fencing
* Security lighting
* Heating / Air Conditioning (Office/warehouse, as needed

**Transportation:**

* 2 each 16' to 24' box trucks with licensed driver, fuel, and lift gate for use in distribution.

**Equipment:**

* 4 each, propane or electric powered forklifts with 6 extra propane tanks and refilling contract (specifications to be determined once warehouse facility is identified)
* 4 Pairs wheel chocks (minimum 1 pair per loading dock)
* 6 Pallet jacks
* 6 Hand trucks (2 appliance, 4 convertible)
* 2 Pallet pullers with chains
* 6 Desks
* 6 Rolling office chairs
* 6 Computers (minimum 2 laptops)
* 2 Multi-function printer, copier, fax, and scanner machines with extra toner/ink cartridges
* 4 or 5 Drawer locking file cabinet

**ATTACHMENT XV: Basic Warehouse Needs, Continued**

* 20 each 4'x8'x3/4" Sheets of plywood and 40 sawhorses (or equivalent number of 8 folding tables for use as sorting tables)
* 40 each 2" x 4" x 8' wood studs for plywood tables
* 10 each 6' folding tables
* 30-35 Folding chairs
* Multi-purpose fire extinguishers {*number as required by local jurisdiction*}
* 10 Communication radios (Handi-talkie type)
* 2 Weather alert radios
* 2 each electric golf carts (at least one with cargo box)

**Warehouse Supplies:**

* 200 pallets per week (number may vary with activities)
* 100 double or triple wall pallet/Gaylord boxes (re-order capability)
* 1000 boxes (200 small, 600 medium, 200 large) (re-order capability)
* 24 rolls 15" x1500' stretch wrap (re-order capability)
* 2 each stretch wrap handles
* 9 each tape guns
* 9 cases 2" packing tape (re-order capability)
* 6 rolls yellow caution tape
* 2 dozen retractable box knives with extra blades
* 6 each 30-40 gallon trash cans
* 6 each wastebaskets
* 2 each push brooms
* 2 each dustpans
* 1 each mop
* 1 each mop bucket
* 1 each basic first aid kit

**Office supplies:** (Initial order, with re-order capability)

* 2 each 4' x 8' white boards
* 12 stackable letter trays (6 trays per unit)
* 1 case (5,000 sheets copy paper
* 2 dozen 8 1/2"x11 3/4" writing pads
* 6 each 3" three-ring binders
* 6 sets alphabetical tab dividers (1-31 numbering)
* 2 packages 3"x3" post-it notes
* 1 dozen clipboards
* 6 each scissors
* 2 each 3-hole paper punch

**ATTACHMENT XV: Basic Warehouse Needs, Continued**

* 2 each standard staplers
* 2 boxes of standard staples
* 2 each tape dispensers (¾" scotch tape type)
* 1 dozen rolls ¾" transparent tape
* 100 file folders (1/3 tab)
* 1 dozen colored dry erase markers
* 4 dozen pens
* 1 each pencil sharpener
* 4 dozen no. 2 pencils
* 6 boxes regular paper clips
* 2 boxes jumbo paper clips
* Assortment of binder clips.
* 6 dozen black permanent markers

**ATTACHMENT XVI**

**List of items authorized for donation and list of prohibited items.**

{*Edit these lists to meet the local emergency situation and community needs*}

**Acceptable donations**

Clothing

Household items, i.e., bedding, towels, (not otherwise prohibited)

Household furniture

Household appliances in good working order

Kitchenware, i.e., pots, pans, dishes, glassware, etc.

Workmen’s tools

Food stuffs, shelf stable and in original packaging, not past expiration dates

Children’s toys

Cleaning implements and non-toxic cleaners

Personal, over the counter, i.e., bath soap, toothpaste, toothbrushes, shampoo, New and unopened only

Diapers and feminine sanitary products.

Add additional items as necessary

**Prohibited donations**

Refrigerated or frozen food

Any foodstuffs past their expiration dates

Alcoholic beverages

Household hazardous waste (including toxic cleaning solutions)

Hazardous waste

Out of area raw agriculture products

Sporting goods and equipment, other than clothing

Medicines, (other than donated by pharmaceutical companies)

Add additional items as necessary

**Instructions for using this MOU template:**

This is a “universal” draft MOU for use with Private Non-Profit or VOAD organizations.

It is NOT intended for use with private-for-profit companies. Not all pages of this sample document will need to be used for every agreement. Add, change, and delete sentences, paragraphs, and sections as appropriate for your MOU.

1. Do a “search and replace” for “CITY” and substitute the appropriate word, i.e., COUNTY, or SCHOOL, or DISTRICT, etc.
2. Search for all italics, edit the italicized language to suit local requirements, and remove the brackets or parentheses.
3. Fill in the blanks as needed with appropriate information.
4. Use extreme caution in modifying any language in this document. The addition of certain terminology or other statements may create eligibility issues with FEMA, particularly when discussing reimbursement of expenses. Also do not use language such as:

“**~~Non-binding Document~~**

~~This document is a Memorandum of Understanding only. It is not intended to be, and shall not constitute in any way a binding or legal agreement, or impose any legal obligation or duty on either the PROVIDER or the CITY.”~~

Such language may result in the deobligation of expenses by FEMA.

1. Do not add any statements about conditional or discretionary reimbursements. Such statements will make FEMA reimbursement ineligible.
2. Do not add any statements regarding reimbursement “if and when” reimbursement is received from FEMA. Such statements will make FEMA reimbursement ineligible.
3. Delete text boxes 1, 2, and 3 from the final version.
4. Users of this document are cautioned to carefully read FEMA’s Public Assistance Program and Policy Guide (PAPPG), and FEMA’slatest Policy on Public Assistance Donated Resources, dated June 25, 2018
5. Even if there is a proper agreement between the “CITY” and a private non-profit organization, the work, goods, and/or services must also be eligible under FEMA regulations before the work, goods, and/or services can be eligible to be counted towards the local cost share.
6. Before signing this agreement and authorizing a private non-profit organization to provide work, goods, and/or services, read the current FEMA regulations that may apply to the provision of specific work, goods, and/or services, as applied to a credit against the local government agency’s cost share of disaster expenses provided by FEMA.
7. **Delete these two instruction pages in their entirety from the final version prior to obtaining the signatures.**