

[DATE]

**Memorandum of Understanding  
BETWEEN  
[ENTITY]  
AND  
Adventist Community Services**

---

**I. Parties**

The parties to this Memorandum of Understanding (MOU) are [ENTITY] and Adventist Community Services Disaster Response (ACS).

**II. Purpose**

The purpose of this MOU is to set forth the terms and conditions by which [ENTITY] and ACS will cooperate and coordinate disaster preparedness, mitigation, response, and recovery in order to enhance cooperation, communication, coordination, and collaboration between organizations to provide support and stability to the community based voluntary, non-profit and faith based organizations collecting, processing, transporting, and distributing donated goods.

**III. Responsibilities**

In the event of a state or federal disaster declaration requiring a local jurisdiction(s) or the State [ENTITY] to open a Multi-Agency Donations Warehouse, ACS Disaster Response agrees to provide a management team to coordinate and manage the receiving, sorting, processing, recording and listing of solicited, unsolicited and undesignated goods.

A. The ACS Disaster Response will provide a team for the following:

1. Make all goods available to organizations that have a distribution program and distribution sites recognized and approved by the local jurisdictional authority: local charitable organizations, nonprofit organizations (with 501(c) (3) tax status), Voluntary Organizations Active in Disasters (VOAD) partners, and in addition, faith based groups.
2. Provide access of the most current Multi-Agency Donations Warehouse inventory to: city, county, tribal, Oregon State, FEMA officials, and to VOAD Partners, other faith based groups, and nonprofit organizations (with 501(c) (3) tax status).
3. Provide a liaison to the Emergency Operations Center Donations Management Team as requested by the State [ENTITY].

4. Utilize an agreed upon method of inventory control in the Multi Agency Warehouse.
  5. Provide ACS Registered Volunteers, working and on duty, in the Multi-Agency Warehouse with accident medical insurance secondary to their own personal insurance which is considered primary.
  6. Provide Training, supervision and leadership for registered volunteers working in the Multi Agency Warehouse.
- B. The State [ENTITY] acting through [ENTITY] in the event of a state or federal disaster will:
1. Provide a suitable facility for a Multi-Agency warehouse; the size would depend upon the scope of the disaster.
  2. Provide the necessary equipment, supplies, materials, goods and services for the Multi-Agency Warehouse directly or with arrangement with vendors (See attachment 1). Authorize necessary purchases and payments in writing by [ENTITY] and ensure purchases will be in compliance and consistent with existing vendor contracts and procurement policies of the [ENTITY].
  3. Assist in the coordination of removal of any hazardous waste or toxic material generated during the course of the Multi-Agency Warehouse operation or any that remains at the closure of the facility and operation.
  4. Within statutory authority and funding availability, at their discretion [ENTITY] will support the Multi-Agency Donations Warehouse operation when volunteer and donated resources cannot meet the need. Resources provided may include but are not limited to the following:
    - a. Reimbursement of expenses for an ACS Disaster Response (DR) Multi-Agency Warehouse Management Team which would include travel, lodging, per diem and mileage expenses based upon the state per diem rate for that locality. Reimbursement would not be provided unless the person was acting under the direct authority of [ENTITY] and specific statutory authority supports such reimbursement.
- C. ACS Disaster Response shall indemnify and hold harmless the [ENTITY] for any and all actions taken by the ACS Registered Volunteers.

#### **IV. Other Provisions**

- A. **This MOU is not binding or legally enforceable and imposes no enforceable rights, duties, or obligations upon the Parties.** [ENTITY] and ACS may utilize this MOU as the framework for a formal agreement upon execution.
- B. Nothing in this MOU is intended to restrict the authority of any of the parties to act independently and as provided by law, statute or regulation.
- C. Nothing in this MOU shall be interpreted as affording [ENTITY] or ACS any role in the content or programming decisions of either the agencies or the organization, respectively.
- D. In order to facilitate and accomplish the goals and objectives set forth in this MOU, [ENTITY] and ACS will meet as necessary and appropriate to discuss issues of mutual interest and assess progress in accomplishing the desired objectives.
- E. This MOU is not entered into with the intent that it shall benefit any other person and no such other person shall be entitled to be treated as a third-party beneficiary of this MOU.
- F. This MOU neither creates a partnership nor a joint venture, and no Party has the authority to bind the other parties.

## V. **Effective Date and Term**

- A. This MOU will become effective when fully executed. It may be activated and utilized as needed and requested by [ENTITY], based upon a disaster declaration by the Governor of the State of \_\_\_\_\_ and/or a Federal Presidential Declaration.
- B. This MOU will remain in effect for **five (5) years from date of signing**. The MOU may be extended by mutual written agreement of the Parties and may be terminated by either party with 30 days written notice, so as not to cause undue hardship to the Multi-Agency Donations Warehouse operation.
- C. ACS Disaster Response reserves the right to decline any specific mission request.

## VI. **Modification**

This MOU may be modified upon the mutual written consent of the Parties.

## VII. **Termination**



## **Attachment 1**

### **Basic Equipment Needs for Warehouse**

#### **Warehouse Specifications: (may increase/decrease based upon scope of disaster)**

- Warehouse (dependent on scope of disaster)
  - 65,000 square feet – if racked; 100,000 square feet - if not racked
  - Office space to accommodate management team
  - Space for break area
  - Forklift access to exterior of warehouse/parking lot
- 4 Loading docks
  - Portable Dock plates if needed – 1 per dock
- 2 trucks for use in distribution with lift gate
- 4 Forklifts (+/- depending on scope of disaster) – propane w/6 tanks in reserve for refueling and refilling contracted
- Dumpster – 30 cubic yard (may be included in lease) emptying on demand
- 2 Electric Golf Carts (at least one with cargo box)
- Utilities
  - 5 voice lines and portable instruments w/rollover, forward, hold, redial, answering machine capability and headset capabilities
  - 2 Fax lines w/fax machines (1 for outgoing and 1 for incoming)
  - High speed internet for 6 – 8 laptop computers
- 6 Multi-purpose fire extinguishers
- Bathroom facilities for 20 – 30 people (shower capabilities a plus)
- 6 Dollies (2 appliance – 4 convertible)

#### **Supplies / Equipment (may increase/decrease based upon scope of disaster)**

- 5– 6' Folding tables
- 30 – 35 Folding chairs (additional available if needed)
- 6 Pallet jacks
- 200 Pallets (re-order capability)
- 24 Gaylord (pallet) boxes (re-order capability)
- 6 – 8 Laptop computers (networked)
- 2 Printers (networked)
- 6 Rolling office chairs
- Copier w/2 sided and collating capabilities
- 2 Fax machines
- 4 Cases of paper (plus additional paper as needed)
- 5 Drawer locking file cabinet
- Locking key box
- 20 – 4'X8' 3/4" Thick sheets of plywood and 40 sawhorses to use for sorting tables
- 48 Rolls of stretch wrap – 15" x 1500' with built-in handles (re-order capability)
- 1000 Boxes 20' x 20" x 12 5/8" (re-order capability)
- 9 Tape guns
- 9 Cases packaging tape (re-order capability)

- Miscellaneous office supplies to include:
  - 2 – 4' x 8' white boards
  - 2 dozen Erasable markers
  - 10 dozen hanging files
  - 10 dozen hanging file folders
  - 2 dozen clipboards
  - 2 dozen pens
  - 5 dozen permanent markers
  - 3 dozen retractable box knives with extra blades
  - 5 staplers
  - 2 dozen legal pads
- 12 Communication radios with chargers
- 2 Weather Alert Radios

DRAFT