

# **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”) entered into this 10<sup>th</sup> day of August 2020 by and between THE UNITED WAY OF SOUTHWEST VIRGINIA and the BOARD OF SUPERVISORS OF Carroll County, VIRGINIA (“Locality”).**

## **I. Purpose**

The Locality and United Way of Southwest Virginia (UWSWVA), the Parties, enter into this Memorandum of Understanding to unify and expedite community services for disaster recovery projects that are associated with the Presidentially-declared disaster Coronavirus Disease 2019 (COVID-19) pandemic. This MOU is to formalize the commitments among the Parties to work together to respond to the needs of community citizens and agencies experiencing detrimental economic effects related to the Coronavirus Disease 2019 (COVID-19) pandemic.

## **II. Background**

April 2, 2020, President Donald J. Trump declared a major disaster declaration for the Commonwealth of Virginia.

Following this declaration, the Federal Emergency Management Administration (FEMA) announced that federal emergency aid has been made available for the Commonwealth of Virginia to supplement state, tribal and local recovery efforts in the areas affected by the Coronavirus Disease 2019 (COVID-19) pandemic beginning on January 20, 2020 and continuing.

Public Assistance federal funding is available to the commonwealth, tribal and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency protective measures (Category B), including direct federal assistance under Public Assistance, for all areas in the Commonwealth of Virginia affected by COVID-19 at a federal cost share of 75 percent.

Additionally, the Parties acknowledge that on May 18, 2020, the MOU between the Pulaski County and United Way of Southwest Virginia establishing community services for disaster recovery projects that are associated with the Presidentially-declared disaster Coronavirus Disease 2019 (COVID-19) pandemic, was signed. The MOU formalizes United Way of Southwest Virginia’s commitments to respond to the needs of community citizens and agencies experiencing detrimental economic effects related to the Coronavirus Disease 2019 (COVID-19) pandemic.

## **III. Responsibilities of Parties**

Disaster recovery projects may involve funding, permitting, or approval from several federal agencies, in addition to state and local entities. Each agency will be responsible for identifying issues that must be addressed to satisfy the FEMA guidelines and for coordinating with other agencies as necessary. Each of the Parties to this MOU will be responsible for the following:

UWSWVA - will serve as a Lead Agency and coordinate all project reviews for projects funded under FEMA programs related to the disaster designated [insert FEMA disaster number: \_\_\_\_\_] and provide technical assistance for Locality related issues.

The Locality – will serve as a Cooperating Agency for relief projects and provide technical assistance, as necessary, in evaluating projects to ensure adequate service delivery.

#### **IV. Commitments of United Way of Southwest Virginia**

In response to the Presidentially-declared disaster Coronavirus Disease 2019 (COVID-19) pandemic, the United Way of Southwest Virginia hereby commits, to the extent practicable, to provide the following community services in support disaster relief and recovery:

- A. **Organizing:** Quickly organize local leadership and stakeholders, as well as engage and communicate with the public.
- B. **Planning:** Assess local needs in recovery, carry out a recovery planning process, and determine projects to support the community's future vision and priorities.
- C. **Managing:** Assist local leadership in managing staffing and financing, and leveraging resources to support recovery strategy implementation.
- D. **Direct Assistance:** Assist to meet basic human needs, stabilize the incident, restore community functionality, and establish a safe and secure environment moving toward disaster recovery.

#### **V. Duration**

This MOU shall remain in effect for only as long as the FEMA Joint Field Office is in operation or for three (3) years, whichever comes first. Prior to such time, Parties may consult to reconsider the terms of this MOU and extend it for another term. Any extension should be made or captured in writing. Prior to such an extension, the Parties may amend the MOU in accordance with Stipulation VI. below.

#### **VI. Amendments**

This MOU may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy of the amended MOU has been signed by all of the Parties.

#### **VII. Termination**

If any Party determines that the terms of the MOU will not or cannot be carried out, the Parties shall immediately consult with one another to develop an amendment in accordance with Stipulation VI, above. If within thirty (30) days an amendment cannot be reached, any Party may terminate the MOU upon written notification to the other Party.

## VIII. Appendices

A. Point of Contacts

B. Definitions

### SIGNATURES:

_____	Signature
_____	“Locality”
_____	Date
_____	Name

County Administrator

_____	Signature
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**United Way of Southwest Virginia**

_____	Date
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Travis W. Staton  
President and CEO

### Appendix A. Point of Contact

The Point of Contact (POC) Appendix designates responsible parties for maintaining the terms of the Disaster-Specific MOU. There are many Agencies involved in disaster recovery and staff rotation is common. Therefore, it is important to include POCs along with methods to update contact information.

Each Party hereby designates the following employees as the principal contacts regarding this MOU. These contacts may be changed through written notice to each Participant and Party.

### United Way of Southwest Virginia

Travis W. Staton | President and CEO | 276-525-4076 | [tstaton@unitedwayswva.org](mailto:tstaton@unitedwayswva.org)

_____	<b>Government “Locality”</b>
_____	Name
_____	Title
_____	Phone
_____	E-Mail

The Definition section describes the technical and operational terms contained in the MOU. Providing definitions will help avoid confusion and uncertainty. Definitions are particularly useful when multiple Agencies use terminology in different ways.

**Disaster Recovery Project** - An action taken after the immediate threat to life and property in a Presidentially-declared disaster has been addressed and which action to restore a community's facilities to pre-disaster condition or to pre-disaster capacity with such changes as may, for example, aid efficiency, resilience, or sustainability in those capabilities, or (b) provide hazard mitigation activities. Note: An action may be a disaster recovery project even while other "disaster response" actions continue to neutralize ongoing threats to the preservation of life and other property. There is no calendar deadline after which projects to restore a semblance of normal life in a disaster area are no longer considered disaster recovery projects. An action may be preliminary to actual restoration, such as providing debris removal or temporary housing.

**Disaster Response** - Actions taken immediately after a Presidentially-declared disaster occurs to save lives, protect property and the environment, meet basic human needs, stabilize the incident, restore basic services and community functionality, and establish a safe and secure environment moving toward disaster recovery.

**Party** - Agencies that have signed and committed to the roles and responsibilities outlined in this MOU.