



MEMORANDUM OF UNDERSTANDING



Between
ONESTAR FOUNDATION
AND
TEXAS VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER

PURPOSE

The purpose of this Memorandum of Understanding (MOU), effective as of January 12, 2021, between OneStar Foundation (“OneStar”) and Texas Voluntary Organizations Active in Disaster (“Texas VOAD”) is to establish a framework that will provide Texas VOAD with the consistency and continuity that are needed to create greater value for its membership and the State of Texas.

BACKGROUND

OneStar Foundation is a 501(c)(3) nonprofit directed by the Governor of Texas, through Executive Order RP-30, to support the State of Texas by strengthening the nonprofit sector, encouraging civic engagement through service and volunteerism, promoting innovative strategies to address local issues, and facilitating public-private partnerships to expand the reach of the sector. As the Governor-appointed State Service Commission and home to Texas’ Faith-Based and Community Initiative, OneStar recognizes that voluntary organizations are a cornerstone of community resilience and that Texas VOAD member organizations are essential to promoting and harnessing civic engagement during all phases of disaster.

Texas Voluntary Organizations Active in Disaster is a 501(c)(3) nonprofit, membership-based association that brings together voluntary organizations that respond to disaster as a part of their overall mission. Texas VOAD serves as a convening and supportive body for its membership and is a member of the Texas Emergency Management Council. Texas VOAD serves as the Texas affiliate of National VOAD.

ADMINISTRATION AND COORDINATION

Each Party will identify a liaison to provide overall coordination of the MOU. Representatives of OneStar and Texas VOAD will meet in-person, virtually, or by telephone at least four (4) times per year to ensure proper coordination and to assess partner needs.

SCOPE AND RESPONSIBILITIES

As a member of the Texas Emergency Management Council (“TEM”) and affiliate of National VOAD, Texas VOAD recognizes that consistency and continuity are of paramount importance to organizational success. This MOU, which is built upon a history of partnership between OneStar and Texas VOAD, establishes a framework that will provide Texas VOAD with the strategic support that is needed for organizational consistency and continuity.

Both OneStar and Texas VOAD agree to the following:

In alignment with Executive Order RP-30, and through its role as an ex-officio non-voting member of the Texas VOAD Board of Directors, OneStar agrees to:

1. Serve as primary liaison for Texas VOAD with state and federal government and its agencies, to include the Texas Emergency Management Council.

2. Serve as primary liaison for Texas VOAD with National VOAD and its State & Territory members.
3. Serve as a liaison for Texas VOAD with local and regional COADs and VOADs within the State of Texas.
4. Support convening and facilitation of membership meetings.
5. Host and support the administration of the Texas VOAD website (www.txvoad.org).
6. Serve as the Registered Office and Registered Agent for Texas VOAD.

Each OneStar employee assigned to support the MOU will continue to function as an employee of OneStar. OneStar will provide ongoing support for staff that are assigned to MOU activities. OneStar is responsible for financially supporting their respective resource commitments to the MOU.

Texas VOAD agrees to:

1. As funding allows, and as is deemed necessary by the Texas VOAD Board of Directors, Texas VOAD will provide financial remuneration to OneStar Foundation as it relates to the duties of this MOU. Salary, payroll taxes, and/or benefit expenses are not eligible for remuneration.
2. Provide biannual updates on organizational performance.
3. Maintain and review financial records.
4. Maintain Directors and Officers Liability Insurance for the Texas VOAD Board of Directors.
5. Encourage member organizations to share data for their own long-term benefit.

INTELLECTUAL PROPERTY

Intellectual property created by OneStar on behalf of Texas VOAD as outlined in this MOU is the property of Texas VOAD.

USE OF MARKS/PUBLIC STATEMENTS

The use of the official name, seal, emblem and/or logo, trademarks, or trade names ("Marks") of either Party by the other Party shall be allowed only with the prior permission of the Party who owns or has legal right to such Marks in collaborative efforts undertaken pursuant to this MOU. All press releases or public statements referencing this MOU must be approved by both Parties prior to release or disclosure.

POINTS OF CONTACT

OneStar Foundation

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Chris Bugbee - CEO, OneStar Foundation
chris@onestarfoundation.org
(512) 287-2018

Texas Voluntary Organizations Active in Disaster

1221 River Bend Drive Dallas, Texas 75247
Kathy Clark - President, Texas Voluntary Organizations Active in Disaster
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SETTLEMENT OF PROBLEMS

OneStar Foundation and Texas VOAD are committed to open communication as it relates to the strengths and limitations of the partnership. In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, the Chief Executive Officer of OneStar Foundation and President of Texas VOAD shall use their best efforts to settle promptly such dispute through direct negotiation. Each Party shall give full and sympathetic consideration to any proposal advanced by another to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this Memorandum of Understanding.

TERMS OF UNDERSTANDING

The term of this MOU is for a period of one year from the effective date of this agreement and may be extended or amended upon written mutual agreement. Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities. It shall be reviewed at least one time per year to ensure that it is fulfilling its purpose and to make any necessary revisions.

Each Party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing services, and each organization is responsible for establishing its own policies and financing its own activities. Nothing in this MOU constitutes OneStar or Texas VOAD authority to obligate funds of the other, or authority for, involvement in, or approval of, any fundraising activities engaged in by either Party. This MOU does not create any employment, agency, joint venture, partnership, or other similar legal relationship between OneStar and Texas VOAD, and neither OneStar nor Texas VOAD has the authority to bind or act on behalf of the other.

AUTHORIZATION

This agreement was unanimously adopted by designated representatives of OneStar and the Board of Directors of Texas VOAD. The signature of each participating organization below represents the full commitment of their organization to strive to reach, to the best of their ability, the objectives stated in the MOU. The signing of this MOU is not a formal undertaking.

In witness thereof, the Parties here to execute this Memorandum of Understanding as of January 12, 2021.



Chris Bugbee
Chief Executive Officer
OneStar Foundation



Kathy Clark
Chairperson
Texas Voluntary Organizations Active in Disaster