

DISASTER MINISTRY

STATEMENT OF UNDERSTANDING

BETWEEN
ELCA - SOUTHEASTERN SYNOD
AND
INSPIRITUS

Mission Statement:

Our mission is to demonstrate Christ's compassion for people by promoting hope, healing, and wholeness for disaster survivors and to build resilience among God's people for times of disaster.

STATEMENT OF UNDERSTANDING

I. Recitals

Whereas, the Southeastern Synod is a synod of the Evangelical Lutheran Church in America that includes the territory of Alabama, Mississippi, Georgia and Tennessee; and whereas, Inspiritus is a pan Lutheran social ministry organization that operates within the synod territory of Georgia, Tennessee and Alabama in human care services.

1. The Southeastern Synod and Lutheran Disaster Response (“LDR”) a ministry of the Evangelical Lutheran Church in America (“ELCA”) have committed to a memorandum of understanding to achieve and advance our shared mission to bring God’s hope and healing to those who have been traumatized by disasters in areas on the territory of the Synod.
2. Whereas, Inspiritus’ mission includes disaster response providing early response as well as long term response and share a common goal of providing hope, healing and wholeness for people impacted by disasters.
3. Whereas, the Southeastern Synod and Inspiritus gathers and disburses financial and other resources to provide disaster relief or to respond to disasters in impacted communities.
4. Whereas, the Southeastern Synod and Inspiritus have engaged in discussions and prayerful discernments on our shared mission, the two parties have agreed to enter into this agreement to achieve and advance our shared mission to bring God’s hope and healing to those who have been traumatized by disasters in their respective areas within the territory of the Synod.

II. Agreement

Now therefore, in consideration of the terms, covenants, promises and undertakings set forth herein, the parties agree as follows:

- A. **Term.** This agreement shall be in effect for three years effective on the date of signing of all parties. This agreement shall automatically renew for successive three-year terms, unless either party gives written notice of its intention not to renew on or before the expiration of any three-year term hereunder.
- B. **General Obligations of the Synod.** The synod shall perform the following obligations:
 1. The Synod will include Inspiritus in the regular meetings of the Disaster Ministry Committee in an advisory capacity for reporting on disaster activities within the synod and for collaborative discussion of potential ways we can work together to

support those responses. The Assistant to the Bishop for Disaster Ministry will be the primary contact for Inspiritus as representative for the Bishop.

2. The Synod includes Inspiritus in the Synod Disaster Plan which outlines shared activities and collaboration plans for disaster response. By way of Inspiritus' participation in the Disaster Ministry Committee, Inspiritus may provide input and assist in the review and recommendations for revision of the Synod Disaster Plan when it is reviewed in committee.
3. The Synod maintains representation on statewide and regional Voluntary Organizations Active in Disaster ("VOAD(s)") and Community Organizations Active in Disaster ("COAD(s)").
4. The Synod works in partnership with various Faith Based Disaster Recovery Organizations and Long Term Recovery Committees / Organizations "LTRC/O" active in local recovery work.
5. The Synod recognizes that Inspiritus, resources dependent, may or may not choose to respond in all disasters in the various areas within the synod.
6. The Synod may choose to partner with a local disaster recovery organization in lieu of Inspiritus for capacity building and long-term development of local resources.
7. The Synod will work collaboratively with Inspiritus in developing grant proposals to cover Inspiritus' disaster services within the synod.

C. General Obligations of Inspiritus. Inspiritus shall perform the following obligations:

1. Inspiritus, when working with the Synod, shall work with the Bishop of the synod and its legal representation; when needed, for enforcement and reporting allegations and infractions of harassment and misconduct; provide necessary documentation and proof of insurance.
2. Inspiritus will work collaboratively with the Synod in developing grant proposals to ELCA- Lutheran Disaster Response [LDR] for Inspiritus' disaster services within the synod.
3. Inspiritus will work with the Synod in developing grant proposals that include seeking funds from outside donors to cover Inspiritus' disaster services. Inspiritus agrees to cooperate with all Synod procedures governing the request for, receipt of, use of, and reporting related to Synod financial resources. Inspiritus will maintain detailed written records regarding the resources received and how the resources were used. Inspiritus will provide full disclosure of the financial accounting of all funds received from the Synod and other entities for each individual grant that is being funded by the Synod and will submit timely reports

to the Synod in accordance with the terms established by the Synod at the time of the distribution of resources. At the conclusion of the disaster response for a specific disaster, Inspiritus shall report to the Synod and account for the amount of funds received from the Synod remaining for that response. Following a consultation with the Synod, depending upon the amount remaining, some or all of the funds may be requested to be returned to the Synod for future disaster response and recovery work.

4. Inspiritus and the Synod agree on the need for well-coordinated financial appeals in connection with any disaster response. Inspiritus will consult with the Bishop or the Assistant to the Bishop for Disaster Ministry prior to beginning fund raising efforts within the Synod. Fundraising information for disaster responses that both the Synod and Inspiritus are engaged in will reflect a joint appeal for each entity as well as LDR. Appeals and emails to congregations for donations will include information in provided by the Synod regarding their response with a donate button and type font as for Inspiritus. The same will be done for LDR. The draft of appeals or donation requests will be approved by the Synod prior to dissemination to congregations.
5. Inspiritus agrees to consult with the Synod regarding soliciting funds for any disaster or disaster programming in the Synod territory. This consultation shall include a discussion of the manner and content of the fundraising appeal. When making appeals within the synod community and territory, Inspiritus agrees to direct organizations and individuals interested in making donations for disaster response to Inspiritus, the Synod, if applicable, and Lutheran Disaster Response. Inspiritus will report to the Synod any funds or other resources it directly receives from individuals and organizations via social media, emails, mailings for disaster response.
6. Inspiritus will maintain collaborative communication with the Synod regarding disaster related activities within the Synod territory as well as for requested disaster services in other synods within the ELCA. Inspiritus will include the Synod in collaborative planning where disaster services are being planned and offered on Synod territory and where Synod resources and congregations are involved. Communications related to disaster activities involving Synod resources will be directed to the Assistant to the Bishop for Disaster Ministry. Communication regarding requests for disaster response activities in other synod territories is directed to the Bishop and the Assistant to the Bishop for Disaster Ministry prior to deployment. After the request is received, the Bishop will communicate with the requesting area synod's bishop prior to the deployment of Inspiritus services.
7. Inspiritus will not actively fundraise for disaster funds during disasters where

Inspiritus is being funded by a Synod grant for said disaster related activities, unless, with prior approval from the Synod, and then the funds raised shall be added to the revenue source for the overall grant for enhancing the current response with new or extending programming or materials. Funds raised by the Inspiritus may offset grant dollars originally awarded by the synod to Inspiritus if no new collaborative programs for that particular disaster are initiated. The offset funds are returned to the Synod for future disaster use or to be returned to the original grantor source.

8. Inspiritus will work closely with the Synod on staging of media presence during times of disasters and in fundraising appeals. Care will be taken not to overshadow fundraising efforts of the local community.
9. Inspiritus will provide a balanced representation of disaster response within the synod. Inspiritus will differentiate itself from the ELCA Southeastern Synod Disaster Response and also acknowledge their partnership with it in their media promotions within the synod. Inspiritus will acknowledge the contributions of Synod and the congregations by name and location for the resources they provide and the use of their resources in disaster response.

D. Periodic Review.

The Synod and Inspiritus will review this agreement annually or at the request of either entity.

E. The Roles of the Parties.

- i. The parties agree and understand that they are separate and independent organizations who have an interdependent relationship. This agreement does not constitute or create a joint venture, pooling arrangement, partnership or formal business organization of any kind between Inspiritus and the synod, and the rights and obligations of the parties shall be limited to those expressly set forth herein. Unless expressly stated herein, neither Inspiritus nor the synod shall have the authority to bind the other.

The parties agree and understand that the Synod provides resources, consistent with its Mission, to organizations and congregations and individuals, to prepare and respond to disasters within the Synod. The Synod does not direct or supervise, Inspiritus in contractual disaster related activities but expects Inspiritus to select, hire, direct and supervise their own staff to accomplish the stated goals for which they are responsible within a collaborative response. Both the Synod and Inspiritus are independently and solely responsible for determining how to prepare to respond to disasters, whether it is capable of responding to a particular

disaster, and the nature, extent, and methods of any disaster response.

- F. **Indemnification and Hold Harmless.** Inspiritus hereby agrees to defend, indemnify, and hold the Southeastern Synod and their respective members, employees, directors, officers, agents and other representatives harmless against all claims, demands, causes of action, losses, damages and expenses, including any legal fees and costs incurred in defending such claims, resulting from, arising out of, or in any way related to the synod's resource eligibility or any revocation thereof; any financial or other resources provided to the synod; the synod's preparation for and provision of any disaster response; or any other matters associated with or arising from this agreement. However, Inspiritus shall have no obligation to indemnify and hold harmless these parties if it is determined by a court of law that a claim, demand, cause of action, loss, damage and/or expense was directly and proximately caused by the intentionally wrongful or criminal conduct of the Synod.
- G. **Insurance.** At all times during the term of this agreement and, thereafter, during all times which the synod is utilizing funds that are being applied for Inspiritus services or other resources provided by the Synod, both parties will maintain insurance for coverage of claims.
- H. **Termination.** This agreement may be terminated as follows:
- i. If Inspiritus violates the terms of this agreement, the Synod may revoke this agreement.
 - ii. By either party without cause by giving the other party written ninety days' notice.
- J. **Notice.** Any notice required or permitted to be served hereunder may be served personally, by overnight courier, by certified mail, electronic mail or by facsimile transmission with proof of receipt, to the signatories at the address shown in this document. Either party may change the address for notice by providing written notice thereof to the other party.
- K. **Acknowledgments.**
- i. Inspiritus hereby declares and affirms:
 1. It will use all Synod resources it receives consistent with the Synod's mission and the positions stated herein;
 2. It is fully responsible for its own management and fiscal affairs;
 3. Neither the fact that Inspiritis has received Synod resources nor the execution of this Agreement will cause the Synod or any

congregation to incur or be subject to the Inspiritus's liabilities or debts (including without limitation any loan or bond prospectus);

4. It has read, reviewed, and understands the Statement of Understanding;
 5. It is ready, willing and able to abide by the terms and conditions of the Statement of Understanding; and
 6. It has read the Policy and will at all times comply with it.
- ii. The undersigned represents that he/she has been duly authorized to execute this agreement on behalf of Inspiritus.

IN WITNESS WHEREOF, this agreement has been executed by the parties as of the day and year upon which all signatures are finalized below.

Bishop Kevin Strickland
ELCA Southeastern Synod
Date _____

John Moeller, CEO
Inspiritus
Date _____

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