

Bylaws of the Miami Valley Long-Term Recovery Operations Group Adopted August 05 2019

The Miami Valley Long-Term Recovery Operations Group (hereinafter “Group”) is comprised of non-profit and faith-based organizations in partnership with local, state, and federal agencies working together to assist survivors of the May 27, 2019 Memorial Day Tornadoes with accessing community resources in the Miami Valley.

The Group was established by local organizations in recognition that it takes the collective and collaborative resources of public, private, voluntary, and faith-based segments of our region to effectively and compassionately respond to the immediate and long-term needs of families and individuals impacted by this disaster.

The mission of the Group is to provide coordinated long-term recovery management for Miami Valley residents and provide additional long-term assistance to individuals affected by the disaster who do not have adequate personal resources for basic needs as a result of the disaster.

Article I: PHILOSOPHY AND PRINCIPLES

Section A: Philosophy:

The Group focuses on the social and economic impacts of disasters on vulnerable groups as those survivors are usually less likely to have adequate protection measures and may have limited capacity to absorb and rebound from loss.

The Group will provide spiritual, emotional, physical, and financial resources to those affected by the tornadoes, without discrimination on the basis of gender, race, color, creed, national origin, age, marital or civil union status, disability, gender identity or sexual orientation, or religious preference.

In a federally declared disaster, priority is given to survivors who have applied for all available resources. Survivors who have not availed themselves of all opportunities for assistance and/or reside outside the declared area may be considered on a case-by-case basis as time and resources permit.

On August 4, 2019, a mass shooting occurred in the Oregon District, Dayton, Ohio (the “OD Tragedy”). The Group recognizes that there may be individuals impacted by the Memorial Day tornadoes who may also be impacted by the OD Tragedy. The Group’s members agree that funds targeted toward tornado relief and recovery will not be used to support OD Tragedy relief and recovery services and OD Tragedy funds will only be used for that purpose.

Section B: Principles of Assistance:

- I. Clients are ultimately responsible for their own recovery. No disaster assistance program can replace all losses. We will assist survivors in meeting their most serious long-term recovery needs by striving to return them to safe, sanitary, and secure living conditions.
- II. Assistance is based on addressing disaster-caused needs for individuals and families only. (Businesses must rely on other government, public, and private assistance.)
- III. Assistance is given for items of verified need which is established by the case-management process.
- IV. Assistance is given for those items which are necessary for daily health and safety.
- V. Clients are expected to use their own resources – financial and physical – as the first and foremost source of assistance.

Article II: MEMBERSHIP

Section A: Organizations who wish to take part in the Group are asked to commit to the following:

- I. **ASSISTANCE:** Make a commitment of resources as appropriate (defined broadly to include volunteers, staff, financial assistance, material resources, professional services, facilities, meeting space, etc.) to either individual households or to the process itself.
- II. **INFORMATION:** Share information with the larger Group regarding specific services and/or direct assistance available to disaster survivors by the organization.
- III. **CONFIDENTIALITY:** Respect all laws and protocols regarding the confidentiality of client information; agree not to discuss information obtained through the Group with non-members or share information for any purpose other than to advocate for unmet needs of impacted households. Information is made available only on a “need to know” basis

IV. DIVERSITY: Respect the diversity and culture of individuals and communities and not tie the promise, delivery, or distribution of assistance to the embracing or acceptance of a particular political or religious creed.

V. MEMORANDUM OF UNDERSTANDING: Organizations must submit a signed Memorandum of Understanding (MOU) – see p. 6

Section B: Voting: One (1) representative of each organization that has signed the MOU per Section A, V above, shall be eligible to vote on matters coming before the Group. The Group's administrative staff may not vote.

Section C: Quorum: A quorum for the transaction of Group business shall consist of at least 50% (rounded up) plus one of all the voting Members are present.

Section D: Member Resignation: A member may resign from the Group at any time upon written notice to the Executive Committee.

Section E: Member Removal: Members may only be removed from the Group upon the written agreement of a majority of the Executive Committee.

Article III. MEETINGS OF THE GROUP

Section A. All meetings of the Group will be at the call of the Chair or any two members of the Group's Executive Committee.

Section B. Regularly scheduled meetings of the Group may be established. Notice of these meetings, giving the time and place and the proposed agenda, shall be electronically transmitted or given by written notice to all Members no fewer than five (5) business days prior to said meeting.

Section C. Special meetings of the Group may be called, providing the call clearly states the purpose for the meeting, and the time and place are given electronically or by written notice to all Members no fewer than five (5) business days prior to said meeting.

Article IV: LEADERSHIP

Section A: The Leadership shall consist of a Chair, Vice-Chair, and Secretary who shall be elected by majority vote of the Group members and a Fiscal Sponsor appointed by the Chair. There is a single 24-month term of office for each position. Their duties and responsibilities are as follows:

- I. The **Chair** shall preside at all meetings, direct and coordinate the effective implementation of the mission, goals, and strategies of the Group as established by this Agreement, and perform other functions as deemed necessary by the

Executive Committee. The Vice Chair shall preside in the absence of the Chair or at other times as deemed necessary by the Chair.

- II. The **Vice-Chair** shall perform the duties of the Chair in the event the Chair is not present at a meeting or is otherwise unable to perform the duties as Chair, and shall perform such other functions as deemed necessary by the Executive Committee.
- III. The **Secretary** shall record and preserve all minutes of the meetings, manage membership, establish the quorum, and perform other functions as deemed necessary by the Group. If unable to attend a meeting, the Chair or presiding Executive Committee member shall appoint a secretary pro tem for that meeting.
- IV. The **Fiscal Sponsor** shall provide quarterly fund reports, and perform other functions as deemed necessary by the Executive Committee.

Section B: Contact Information

- I. Primary Contact: The Long Term Recovery Director of the Group will serve as the primary contact.
- II. Mailing Address. The Group mailing address will be that of the current Fiscal Sponsor.

Article V: EXECUTIVE COMMITTEE

Section A. The Group's Executive Committee shall consist of the Chair, Vice Chair, Secretary, Fiscal Sponsor, and one other non-Office (the "At-Large Executive Committee Member"), all of whom must be employed by a Member. The Recovery Director shall not serve as a member of the Executive Committee. The At-Large Executive Committee Member shall be elected by the majority vote of the Members, and shall serve until his/her replacement is qualified and elected. In the event of the death, resignation, or other removal of an At-Large Executive Committee Member, a replacement shall be selected by the majority vote of the Members.

Section B. The Executive Committee of the Group shall be the governing body of the Group, oversee the Group's activities, and provide direction for the Group.

Section C. The Executive Committee shall meet at the call of the Chair to perform such actions related to administrative overview of the Group including but not limited to:

- Hiring, evaluating, and terminating staff, whether compensated or volunteer.
- Establishing policies, procedure, and/or guidelines.

- Engaging and executing contracts and agreements.
- Public relations.

Section D. A majority of the Executive Committee must be present to conduct business and decisions may be made by a majority vote of those present.

Section E. A **Recovery Director** shall be appointed by the majority vote of the Group Executive Committee to manage the recovery efforts of the Group and have overall responsibility for day-to-day recovery operations of the Group, as well as such other duties and responsibilities as assigned by the Executive Committee. Unlike the other Group Officers set forth above, the Recovery Director may, but need not be, employed by a Group Member, and may be an independent contractor.

Article VI. COMMITTEES

Section A. The Group may create such permanent or temporary committees made up of its Members or other persons as agreed upon. These committees shall have such authority as the Group directs.

Section B. Each committee shall have a lead organization who shall be responsible for the management of the committee. The Executive Committee shall appoint organizations to lead each committee.

Section C. The following are permanent committees of the Group:

- I. Finance
- II. Material Management
- III. Emotional & Spiritual Care
- IV. Disaster Case Management
- V. Volunteer Management
- VI. Housing
- VII. Unmet needs table

Section D. Committees may consist of one lead organization or may consist of many Members.

Section E. Committee responsibilities are listed in the Miami Valley Long Term Individual Recovery Group organizational chart attached and incorporated herein as exhibit A.

Article VII. DISSOLUTION

An exit strategy will be developed that allows for the dissolution of the Miami Valley Long Term Recovery Group that ensures all cases are closed or forwarded to a member agency for completion. The dispersion of assets shall be determined by the Executive

Committee and its membership.

Article VIII. AMENDMENTS

Section A. This Agreement may only be amended at any regular or special meeting of the Members by a two-thirds vote of the voters present, providing that a full written account of the proposed changes have been sent to all Members at least five (5) business days prior to the meeting.

Miami Valley Long Term Recovery Operations Group
STATEMENT OF ORGANIZATIONAL COMMITMENT
Memorandum of Understanding

The mission of the Miami Valley Long-Term Recovery Operations Group is to provide coordinated long-term recovery management to Miami Valley residents and provide additional long-term assistance to individuals affected by the May 27, 2019 tornadoes who do not have adequate personal resources for basic needs as a result of the disaster.

Organizations who wish to take part in the Long-Term Recovery Operations Group are asked to:

- 1) Make a commitment of resources (defined broadly to include volunteers, staff, financial assistance, material resources, facilities, meeting space, etc.) to either individual households or the process itself.
- 2) Share information with the larger Miami Valley Long-Term Recovery Operations Group regarding:
 - assistance provided to individual households
 - specific services available through the organization
- 3) Respect all laws regarding the confidentiality of client information; not discuss information obtained through the Long-Term Recovery Operations Group with non-members or share information for any purpose other than to advocate for the unmet needs of impacted households.
- 4) If providing assessment, follow-up, or case management functions, use the standard Case Management form set, apply promulgated process and procedures, and obtain signed releases from clients. Enter client information directly, upload information regularly, or forward information to a designated entity in a timely manner for entry into the Coordinated Assistance Network (CAN) case management data system.
- 5) Designate a representative to attend committee meetings on a regular basis and participate in committees as appropriate to the organization.

I, _____, as an
(print name)

authorized representative of _____
(print organization or affiliation)

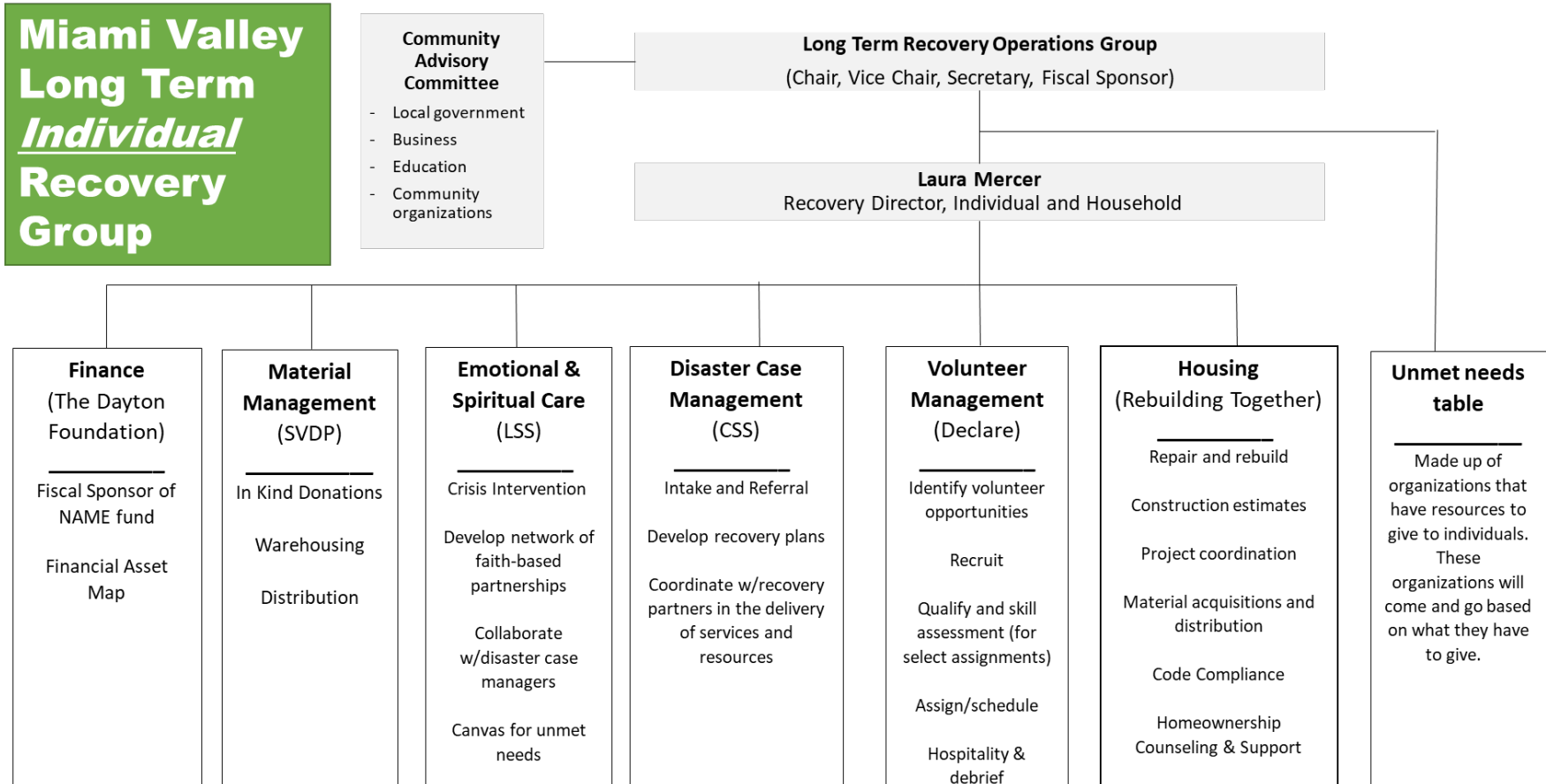
hereby commit my organization to the Miami Valley Long-Term Recovery Operations Group and agree to the conditions outlined above and in the bylaws.

Signature: _____

Date: _____

Confirmed by: _____
(Miami Valley Long Term Recovery Operations Group Secretary)

Date: _____



** Community Advisory Committee is the same for both Individual and Community Recovery Groups

RECOVERY TIMELINE: 1-3 years