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ANNEX 1

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF SOUTH CAROLINA AND THE AMATEUR RADIO EMERGENCY SERVICE

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION AND
THE SOUTH CAROLINA AMATEUR RADIO EMERGENCY SERVICES

I. PURPOSE

The purpose of this document is to state the terms of the Memorandum of Understanding (MOU) between the South Carolina Emergency Management Division (hereinafter "SCEMD") and the South Carolina Amateur Radio Emergency Services (hereinafter "ARES"), that will serve as a guide within which volunteer personnel of the ARES may coordinate their services, facilities, and equipment with SCEMD in support of State and local emergency communication functions. Joint coordination and exercise of the resources of SCEMD and ARES will enhance the posture of emergency communication readiness in South Carolina.

II. AUTHORITY

This MOU is made under SC Regulation 58-101(A)(1) which grants the authority to, by agreement or operation of law, "charge persons or groups with duties incident to the protection of life and property within the state during an emergency." ARES is a volunteer program sponsored by the American Radio Relay League, Incorporated. ARES and the American Radio Emergency Services are registered service marks of the American Radio Relay League, Incorporated, and are used by permission. Nothing herein will, nor will it be construed to, bind the American Radio Relay League, Incorporated in any respect whatsoever.

This MOU will be governed by and construed in accordance with the law of the State of South Carolina, and as applicable, the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission governing the Amateur Radio Service.

III. RECITALS

SCEMD has statutory responsibility under SC Code §§ 25-1-420-450 to coordinate the efforts of both government and the private sector "to prevent, minimize, and repair injury and damage resulting from a disaster of any origin."

ARES and RACES are separate entities operating under separate auspices and regulation provisions. The Federal government authorized the use of the Amateur Radio Services to provide emergency communications and established the Radio Amateur Civil Emergency Service (RACES) under 47 C.F.R. § 97.407 (2017). ARES is an organized group of radio amateurs in South Carolina operating as volunteers as part of the field organization of the American Radio Relay League, Incorporated (ARRL), pursuant to procedures established by ARRL. Because of its emergency communication capability, ARES can be of valuable
assistance in providing essential communications during emergencies and disasters when normal lines of communication are disrupted.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

a. Parties: The Parties to this MOU are:
   i. Amateur Radio Emergency Services ("ARES")
   ii. South Carolina Emergency Management Division ("SCEMD")

b. Activation: This MOU shall be activated by request of SCEMD.

c. Terms and Conditions: The interchange provided by this MOU shall be handled as follows:
   i. ARES will provide emergency communications support to SCEMD. In order to accomplish this, ARES will:
      1. Identify trained, qualified personnel registered within the AuxComm database to operate on a continuous basis during emergency operations and exercises in the State Emergency Operations Center (SEOC), the Alternate Emergency Operations Center (AEOC), and forward command posts at the direction of SCEMD and/or ESF 2.
      2. Upon request from either SCEMD or a County Emergency Manager, provide trained radio operators to County EOC's.
      3. Provide a deployable cadre of radio operators prepared to conduct self-sustaining emergency communications for a period of up to 72 hours in the event SCEMD is unable to sustain operators support of the State EOC during emergency operations and exercises as provided in this MOU (at IV(e)(ii)(3)). Operations in direct support of a county will be sustained by the host county.
      4. Provide technical assistance for maintaining state and local owned amateur radio equipment in county emergency operations centers.
      5. Develop a training and certification system for ARES members in accordance with the counties, and establish a liaison system with RACES and SCEMD.
      6. Conduct communications nets at least monthly, or as requested by SCEMD.
7. Develop an identification system for ARES members.

8. Nominate a candidate for SC RACES Officer if requested by SCemd.

9. Meet with SCemd quarterly to review current and projected ARES capabilities and exercises within the state.

   ii. SCemd will:

1. Alert ARES in the event of an emergency operations and provide advance notification of all exercises.

2. Provide radio equipment in the SEOC, AEOC, and any forward command post.

3. Sustain ARES personnel operating under the direction of SCemd and operating in support of the State EOC during emergency operations and exercises.

4. Provide additional training once quarterly.

5. Meet with SC ARES representatives quarterly to review current and projected ARES capabilities and exercises within the State.

V. Indemnification and Liability

   a. For purposes of this MOU, ARES agrees that it is not an employee or agent of SCemd, but is a provider of volunteer services. SCemd is not an agent of, nor may it bind or obligate ARES in any respect.

   b. ARES shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement.

   c. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.

VI. Integration

This MOU contains the entire understanding of the parties with respect to the subject matter of the MOU, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.
VII. Modifications

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. Term

a. This MOU will become effective when all parties have signed it. The date of this MOU will be the date this MOU is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

b. This MOU will remain in effect until the MOU is terminated in writing. Either party may terminate this MOU in writing, for any reason or no reason, at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.

IN WITNESS THEREOF, the parties have caused this Memorandum of Understanding to be signed by and between them on the dates set forth below:

Kim Stenson, Director
South Carolina Emergency Management Division

Date

Marc C. Tarplee, South Carolina Section Manager
South Carolina Amateur Radio Emergency Service

Date

06 June 2018
ANNEX 2
STATEMENT OF UNDERSTANDING BETWEEN THE AMERICAN RED CROSS AND THE STATE OF SOUTH CAROLINA

Memorandum of Understanding

Between

The American Red Cross

and

The State of South Carolina
MOU Between the American Red Cross and The State of South Carolina

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and The State of South Carolina, its agencies, counties, and municipalities represented by the South Carolina Emergency Management Division (hereinafter "SCEMD"), in preparing for, responding to, and recovering from disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the SCEMD in assisting individuals, families and communities who have been or could be impacted by disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and SCEMD to the community and other agencies.

II. Parties

A. The State of South Carolina

1. The South Carolina Emergency Operations Plan is developed for use by state government officials to ensure appropriate response to emergencies and serves as the baseline for all emergency operations. The plan outlines policies and general procedures that provide a common basis for joint state, local, and service organization operations during any disaster. State assistance is provided upon request when emergency or disaster needs exceed the capability of county and municipal governments. State assistance is organized by Emergency Support Function, which is a functional rather than organizational approach to emergency management. However, specific state agencies are tasked to provide oversight for each Emergency Support Function. Federal assistance is supplemental to that of state and local governments and is available upon approval of a request by the Governor to the appropriate federal agency or to the President.

2. State of South Carolina Authorities.

The South Carolina Emergency Management Division, Office of the Adjutant General, is authorized by Sections 25-1-420 through 25-1-460, Code of Laws of South Carolina, 1976, as amended, to carry out the Governor's emergency powers and responsibilities to prevent, minimize and repair injury and damage resulting from a disaster of any origin.

B. American Red Cross

1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is the non-governmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering.

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MOU Between the American Red Cross and The State of South Carolina

The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other non-government organizations. The goal of the Red Cross is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and human-made disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- Assessing community hazards, priority risks, needs and assets;
- Engaging of the community in preparedness (e.g. Home Fire Campaign);
- Enabling individuals, families and organizations to take preparedness actions;
- Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;
- Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;
- Reinforcing preparedness for people and organizations who have taken preparedness actions.

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:
MOU Between the American Red Cross and The State of South Carolina

- **Home Fire Response Services**
- **Sheltering**
- **Feeding**
- **Health Services**
- **Mental Health Services**
- **Spiritual Care**
- **Reunification**
- **Distribution of Relief Supplies**
- **Information & Referrals**

**e. Recovery**

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- **Community Recovery Strategy Development**
- **Casework/Recovery Planning**
- **Direct Client Assistance**
- **Community Preparedness & Resiliency Building**

*For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

2. **Services related to the National Response Framework**

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. **Services related to the National Recovery Framework**

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. **Organization**
MOU Between the American Red Cross and The State of South Carolina

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross collaborates with community partners, federal, tribal, state and/or local government entities, with the goal of providing seamless and timely assistance to individuals affected by disaster.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to emergency management officials of SCEMD and will share operating plans, priorities and objectives with the delegated emergency management staff.

SCEMD recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

SCEMD recognizes the Red Cross as having mass care responsibility in domestic disasters, and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and SCEMD will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the jurisdiction.

2. Explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the State of South Carolina.

3. Maintain close coordination, liaison, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to prepare for, respond to, and recover from disasters and other emergencies. Develop joint Standard Operating Procedures for notification of disaster and emergency situations.

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MOU Between the American Red Cross and The State of South Carolina

4. Work together to develop plans and to secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs before, during and/or after a disaster.

5. Make training, educational and other developmental opportunities available to the other party’s personnel, all primary agencies supporting ESF-6, and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.

6. During the time of disaster and readiness, keep the public informed of the parties’ cooperative efforts through the public information offices of the Red Cross and SCEMD.

7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Throughout the disaster cycle, share current data regarding disasters, to include risk and hazard impact analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, disaster declarations, and service delivery plans.

8. During a disaster or emergency situation the Red Cross will, at the request of SCEMD, provide liaison personnel to the State Emergency Operations Center and any jurisdictional Emergency Operations Centers during a disaster. SCEMD will provide facility access and identification, work space and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Centers.

9. SCEMD will support the Red Cross in the use of the National Shelter System (NSS) and Palmetto, (Common Operating Picture System of Record), the Red Cross will support shelter information sharing and reporting with SCEMD and ESF-6 partners.

   a. The National Shelter System (NSS) is the Red Cross system utilized to report the status of shelters and their occupancy levels. During disaster responses, requiring sheltering, continuous communication will be required via redundant and multiple means to enable timely and accurate shelter status reporting to SCEMD and ESF-6 partners.

   b. Hurricane shelter coordination is executed through the conglomerate process. Signature authorities must be under the employ of and empowered to commit resources and sign agreements for their respective organizations. Preliminary to these meetings, Red Cross shelter survey updates are required. The Red Cross will conduct shelter surveys on a regular basis to maintain up to date and accurate records.

10. SCEMD will support and coordinate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
MOU Between the American Red Cross and The State of South Carolina

11. Actively participate in reviewing and carrying out responsibilities outlined in the state, tribal, and/or county and local emergency operations plans.

12. SCEMD recognizes that the Red Cross is dependent upon voluntary public financial donations and will encourage residents to support local disaster response and recovery activities. In accordance with applicable laws and regulations, SCEMD will support the Red Cross and work together, as appropriate, to acquire necessary resources and identify funding sources that increase state and Red Cross capacity to respond to disasters and emergencies.

13. Advocate for programs and public policy/decisions, when appropriate, designed to mitigate disaster damage and loss of life in the State of South Carolina.

14. Encourage state residents to support the needs of hospital patients with blood donations when appropriate.

15. Actively seek to determine other areas, projects, and services within the Red Cross and SCEMD where cooperation and support will be mutually beneficial with jointly defined goals and objectives.

16. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of MOU. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review in advance of dissemination or publication.

17. Allow the use of each other’s facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.

18. Work together to use volunteer hours and donated resources to offset the non-federal cost share, in accordance with FEMA Recovery Policy 9525.2, when feasible and appropriate.

19. Widely distribute this MOU within the Red Cross’ and the State of South Carolina departments and administrative offices and urge full cooperation.

20. The Disaster Service Volunteer Leave Act, Section 8-11-180, Code of Laws of South Carolina, 1976, as amended, authorizes state employees who are volunteers of the American Red Cross to take up to 10 days paid leave to respond to disasters.

21. The Red Cross will support SCEMD in integrating the efforts of the non-governmental organizations (NGOs) that provide mass care services (e.g. Mass Care Feeding Task Forces) during response operations.
MOU Between the American Red Cross and The State of South Carolina

22. The Red Cross will assist in SCEMD response to emergencies and disasters with responsibilities in support of ESF 6 (Primary), 8, 11, 14, 17, & 18, as listed in the South Carolina Emergency Operations Plan (EOP).

23. The Red Cross will, at the request of SCEMD, assist the state mass care lead agency in mass care planning and response coordination with other non-governmental organizations (NGOs).

24. Jointly develop Standard Operating Procedures (SOPs) that standardize recurring tasks and responsibilities for each Emergency Support Function the Red Cross is identified in the State Emergency Operations Plan as a support agency.

25. Jointly develop plans, protocols and procedures to maximize sharing and utilization of nursing staff at Red Cross shelters and other state emergency sites.

26. Through stewardship of the Coordinated Assistance Network (CAN), the Red Cross will directly support each Disaster Case Management Program (DCMP) awarded by FEMA to the State to facilitate delivery of recovery services for individuals and families, the sharing of case information and, the prevention of the duplication of services.

VIII. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate. Both parties shall notify the other if primary points of contact change.

IX. Term and Termination.

This MOU is effective as of June 1, 2018. It expires on May 31, 2023. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any reason or for no reason.

X. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

June 2018
MOU Between the American Red Cross and The State of South Carolina

Signature Page

State of South Carolina
By: ____________________________
Name: Kim Stenson
Title: Director, South Carolina Emergency Management Division
Date: 2/5/16
Contact information
Telephone: 803-737-8566
E-mail: kstenson@emd.sc.gov

The American Red Cross
By: ____________________________
Name: Scott Graham
Title: Division Disaster Executive Mid-Atlantic Division
Date: 6/15/18
Contact information
Telephone: 703-299-2501
E-mail: scott.graham@redcross.org
ANNEX 3
MEMORANDUM OF UNDERSTANDING BETWEEN THE SALVATION ARMY AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

MEMORANDUM OF UNDERSTANDING BETWEEN THE SALVATION ARMY, A GEORGIA CORPORATION, NORTH & SOUTH CAROLINA DIVISION (SA) AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION (SCEMD)

I. PURPOSE

This memorandum of understanding describes the respective roles, responsibilities and relationship between The Salvation Army (A Georgia Corporation) North and South Carolina Division Salvation Army (SA) and the South Carolina Emergency Management Division (SCEMD). Through collaboration, the resources of The Salvation Army and the State of South Carolina, or its local political subdivisions, are used for the relief of people affected by natural disasters of other emergencies.

II. BACKGROUND

A. The Salvation Army

The Salvation Army is a religious, and charitable non-profit organization that has provided emergency services to individuals and groups in time of disaster for over 100 years. The Salvation Army’s legal authority to provide disaster services was affirmed in Federal law in Section 5152 of the Robert T. Stafford Emergency Assistance and Disaster Relief Act. However, as an independent organization, The Salvation Army does not require local, state, or federal government authorization to initiate its disaster response (See Memorandum of Understanding (MOU) between The Salvation Army and Federal Emergency Management Agency (FEMA), January 2001).

The National Commander of The Salvation Army in the United States is located at the National Headquarters 615 Slaters Lane, Alexandria, Virginia. The Salvation Army divides the United States in four administrative regions called territories, and further into 40 smaller regions called divisions.

The divisional headquarters in Charlotte, NC is responsible for organizing, directing and coordinating welfare and emergency functions in the two states of North Carolina and South Carolina. Local corps and service units report directly to divisional headquarters. These units administer a variety of Salvation Army community service programs and are responsible for initiating local disaster response. The State of South Carolina is in The Salvation Army’s Southern Territory and is managed by The Salvation Army North & South Carolina Division, 501 Archdale Drive, Charlotte, North Carolina.
Emergency services available in the different locations may vary, depending on available equipment and facilities, and all services may not be provided simultaneously. Depending on need, priority, availability of services by other similar organizations, and in consultation with agencies responsible for disaster coordination, The Salvation Army responds and deploys its personnel and equipment to its facilities accordingly.

The Salvation Army has immediately available in many localities, housing and feeding facilities, mobile kitchen unit canteens and various support vehicles. Its personnel are experienced in disaster operations and qualified to recruit, organize, and direct volunteers for carrying out emergency disaster relief. It may serve as a collection and distribution agency for food, clothing and other supplies.

B. South Carolina Emergency Management Division (SCEMD)

The South Carolina Emergency Management Division, in striving to broaden the coordination of agencies involved in a disaster response, specifically in the area dealing with the needs of people affected by disaster, recognizes the quantity of resources that exists through government, volunteer, and private agencies that could be used in an efficient manner responding to a disaster.

In recognizing The Salvation Army's potential for their planning and capability to respond to disasters, the South Carolina Emergency Management Division will pursue maximum coordination and cooperation with respective Salvation Army representatives in order to develop a viable capability to provide for the welfare of people affected by disaster in South Carolina.

III. SERVICES

A. South Carolina Emergency Management Division (SCEMD)

1. Planning

a. Preparedness activities, programs and systems are those that exist prior to an emergency and are used to support and enhance response to an emergency or disaster. Planning, training and exercising are among the activities conducted under this phase.

b. Response involves activities and programs designed to address the immediate and short-term effects of the onset of an emergency or disaster. It helps to reduce additional
casualties and damage and to speed recovery. Response activities include warning, direction and control, evacuation, and other similar operations.

c. Recovery involves returning systems to pre-disaster conditions. Short-term recovery actions are taken to assess damage and return vital life-support systems to minimum operating standards; long-term recovery actions may be continued for years.

d. Mitigation activities are those that are designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident.

2. Coordinating execution of the various annexes of the South Carolina Emergency Operations Plan (SCEOP) to the maximum extent with the emergency activities of local governments, state government, private agencies and organizations and the federal government.

3. Operating the State Emergency Operations Center (SEOC).

4. Maintaining surveillance of potentially threatening conditions to and in South Carolina, and direct appropriate warning and response actions.

5. Establishing procedures for the maintenance and distribution of the SCEOP, on a current basis.

6. Encouraging mutual aid agreements with federal agencies, other states, and private industry and relief organizations and between local governments.

7. Providing technical and planning assistance to state agencies and local governments upon request.

8. Providing periodic exercises to test and evaluate state and local plans to maintain a high standard of preparedness.

9. Establishing an appropriate level of operational readiness.

10. Initiating any and all other actions deemed necessary for effective implementation of the SCEOP.
11. Advising the Governor, state agencies, local government officials, and necessary federal agencies of severity and magnitude of the emergency/disaster situation.


13. Maintaining, updating and distributing all changes to the SCEOP, with annual review.

B. The Salvation Army - The Salvation Army's emergency disaster services program includes, but is not limited to:

1. Mass care services in the following areas:
   a. the use and supervision of Salvation Army facilities for emergency shelter purposes;
   b. supervision of emergency shelters in non-Salvation Army facilities;
   c. fixed feeding sites at Salvation Army and non-Army facilities; and
   d. mobile feeding kitchens providing the capacity to prepare and serve hot, nutritious meals at disaster or emergency sites and in neighborhoods to survivors, emergency and law-enforcement personnel.

2. Establishment and operation of receiving and distribution centers to receive, sort, manage, and distribute designated in-kind donations given to The Salvation Army for the purpose of disaster relief and recovery.

3. Coordinating volunteer teams to assist families with the re-establishment of their homes by assisting with the removal of debris, cleaning, and restoration efforts.

4. Provision of a wide-range of disaster social services and emergency assistance to disaster survivors by social workers and trained volunteers to include: supplemental financial assistance, food, clothing, medications, and advocacy services.

5. Development and distribution of disaster preparedness literature to individuals, families, households and community organizations.
6. Establishment of support programs including childcare centers, educational and after school programs, recreation, leisure activities, counseling for families and individuals, and other support programs. These programs allow adults to focus on rebuilding efforts with the assurance that children are receiving quality care in a safe environment.

7. Provision of disaster case-management services where disaster recovery and reconstruction efforts are viewed in terms of months and years. The purpose of case-management services is to assist families and individuals with practical, emotional, and spiritual support in a prolonged recovery event. Such services will assist the family in accessing governmental, public, and private resources to assist in their recovery.

8. Availability of trained and ordained Salvation Army officers (clergy) to provide professional, emotional, and spiritual support to survivors and disaster response personnel.

9. Participation and leadership to state, regional and local Volunteer Organizations Active in Disaster (VOAD) groups and support of the VOAD mission of cooperation, coordination, communication, and collaboration in emergency management.

10. In response to a major disaster or emergency situation impacting South Carolina, The Salvation Army will activate its Divisional Disaster Plan and coordinate its activities through its Divisional Emergency Response Team (DERT) and subsequent Incident Management Team (IMT). The Salvation Army will work in cooperation with FEMA, State, and local entities.

11. The Salvation Army will coordinate with SCEMD to keep the SEOC advised of actions taken and will maintain liaison through its ESF-6 representative, thereby ensuring the State Coordinating Officer (SCO) is informed to insure effective assistance to those affected.

IV. COORDINATION OF EFFORTS - RESPONSIBILITIES

In order to provide the best possible assistance to people and communities affected by a disaster, SCEMD and The Salvation Army agree to take steps to coordinate efforts in the following areas:

a. Mitigation
The Salvation Army will work closely with SCEMD to advocate and promote mitigation awareness and action. The focus of this effort will be to emphasize the importance and benefits of mitigation. Both organizations will promote public and private partnerships to support mitigation projects and promote mitigation as a fundamental element of community daily living.

b. Preparedness, Training and Exercises

1. Pre-disaster relationships with State and Local Governments

SCEMD and The Salvation Army will maintain regular communications to ensure that The Salvation Army is appropriately involved in disaster planning, mitigation, preparedness, and response activities. The Salvation Army will be invited to participate in interagency training and exercise programs, and The Salvation Army will support state disaster conferences, committees, and other emergency preparedness events.

2. Community Disaster Education

SCEMD and The Salvation Army will work cooperatively in the dissemination of materials to educate the public on how to avoid, mitigate, prepare for, and cope with disasters. When SCEMD and The Salvation Army jointly develop materials, each organization will endeavor to make the materials available to their respective constituencies. Each organization will obtain prior written approval for the use of the other organization’s name, emblem, or logo on educational materials before such materials are disseminated to the public.

3. Training and Exercises

SCEMD and The Salvation Army will cooperate in sharing information about disaster training classes and exercise opportunities.

4. Emergency Operations Plan

SCEMD and The Salvation Army will provide each other with copies of their general emergency operations plans and other disaster materials as appropriate. In the development of new plans, SCEMD and The Salvation Army will work together to ensure that each organization’s services and resources are appropriately acknowledged in future documents.
c. Response

1. Coordination of Disaster Operations

SCEMD and The Salvation Army agree to work cooperatively during a disaster response operation by sharing information and, where possible, deploying equipment, personnel, and other resources in mutual support of one another. SCEMD will include The Salvation Army in its emergency activation protocols and will notify The Salvation Army when a disaster or other emergency event has occurred. The Salvation Army will keep SCEMD fully informed of its disaster response activities and its working relationships with local governments, other voluntary agencies, and community-based organizations. The Salvation Army will designate a liaison officer to SCEMD, who will report to the state emergency operations center upon activation in order to enhance coordination and the exchange of information between the two agencies. SCEMD will provide, within the ESF breakout room, adequate desk space and telephone service for The Salvation Army’s representative. Upon request, The Salvation Army shall assign additional liaisons to other local, state and federal disaster facilities.

2. Exchange of Operational Information

Both organizations agree to share general operational information in the disaster response and recovery periods. From SCEMD, this information may include the following: notification that a disaster or other emergency event has occurred; notification that the state emergency operations center has been activated; notification that a state of emergency or federal disaster declaration has been issued; damage assessment information; and situational reports. From The Salvation Army, this information may include: the locations of its key disaster relief facilities, such as client assistance centers, feeding units, shelters, and warehouses; the location and availability of additional personnel and equipment resources; the status of Salvation Army disaster relief programs; and statistical data.

3. Issuance of Public Information

In disaster operations, the SCEMD Public Information Officer (PIO) and The Salvation Army PIO will maintain close ties and share all disaster related media releases produced by the two organizations. SCEMD will inform The Salvation Army of the
establishment of a Joint Information Center (JIC) and invite The Salvation Army to participate in the JIC operation, as appropriate and feasible. Recognizing that the provision of Salvation Army disaster assistance is dependent upon voluntary contributions to finance such services, SCEMD will strive to recognize The Salvation Army disaster services in public information releases. In reciprocally, The Salvation Army, in its public information releases, will strive to recognize governmental disaster assistance programs.

4. Mass Care

As a major provider of mass care services during natural, man-made, or technological disasters, including precautionary evacuations and nuclear accidents, The Salvation Army will participate and coordinate with SCEMD and FEMA in situations where a Presidential Declaration of an emergency or major disaster is being considered or has been made. Within the United States, The Salvation Army will assist in the provision of shelters and provide mass feeding through fixed feeding sites and mobile kitchens and other appropriate support. (See MOU Between The Salvation Army and FEMA, January 2001).

d. Recovery

SCEMD and The Salvation Army will work cooperatively with other disaster recovery organizations including State and local governments, voluntary organizations, and community-based organizations in the coordination of potential recovery assistance to those affected by disasters.

V. SUMMARY

This memorandum affirms the determination of The Salvation Army and SCEMD to reduce human suffering and loss due to all types of disasters. While it is the intent of the parties to cooperate in accord with this memorandum, neither party will be liable to the other, or to any third party, for failure to comply in any way with the provision and agreements contained in this document.

VI. EFFECTIVE DATE

This memorandum becomes effective on the date shown below, upon receiving the signatures of both the Director of the South Carolina Emergency Management Division and the Vice President of The Salvation Army, a Georgia Corporation. Both parties have the authority to amend provisions of this memorandum upon mutual consent.
SIGNATORY PAGE

SIGNATORY:

Ricky Platt, Director, South Carolina
Emergency Management Division

12-11-a9
Date Approved

Terry W. Griffin, Colonel
Chief Secretary and Vice
President
The Salvation Army
(A Georgia Corporation)

12-11-09
Date Approved

C. Dalton Cunningham, Major
Divisional Commander
North and South Carolina
Division of The Salvation Army
(A Georgia Corporation)

12-11-09
Date Approved
ANNEX 4

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION AND THE NATIONAL ANIMAL RESCUE AND SHELTERING COALITION

MEMORANDUM OF UNDERSTANDING

Between the National Animal Rescue and Sheltering Coalition and South Carolina Emergency Management Division (SCEDM)

I. Purpose

The Purpose of this agreement is to identify and coordinate disaster assistance and animal rescue efforts between NARSC and SCEDM in preparing for, responding to, and recovering from a major incident – such as a natural or man-made disaster of significant proportion.

The benefits to this agreement include additional resources (when available) being provided to SCEDM following an incident. These resources may include small and large animal strike teams, situational and rapid assessment, “overhead” management teams, equipment, supplies, and transport support.

Ultimately, the primary goal of this agreement is to maximize the welfare of animals and their owners before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident through: mitigation activities; ongoing planning and exercises; and an effective and safe response.

II. Concept of Operations

Both NARSC and SCEDM are separate and independent organizations. As such, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing its own activities.

III. Parties

The National Animal Rescue and Sheltering Coalition is incorporated as a U.S. 501(c) 6 organization comprised of national nonprofit organizations. The National Animal Rescue and Sheltering Coalition works to improve the welfare of animals throughout the United States by identifying, prioritizing, and finding collaborative solutions to major human-animal emergency issues.

The National Animal Rescue and Sheltering Coalition is comprised of the following members:

**Founding Members:**
- American Humane Association (AHA)
- American Society for the Protection of Cruelty to Animals (ASPCA)
- Best Friends Animal Society
- Code 3 Associates
- International Fund for Animal Welfare (IFAW)
- National Animal Control Association (NACA)
- RedRover (previously United Animal Nations (UAN))

**Associate Members:**
American Veterinary Medical Association (AVMA)

Affiliate Members:
Society of Animal Welfare Administrators (SAWA)
American Red Cross
National Alliance of Animal and Agricultural Emergency Programs (NASAAEP)
American Veterinary Medical Foundation (AVMF)
PetFinder Foundation
PetSmart Charities Foundation

The Founding Members of the National Animal Rescue and Sheltering Coalition (hereinafter referred to as “NARSC”) collectively bring a large number of resources and provide a collective capacity unparalleled worldwide including nearly 8,000 trained volunteers, 200 trained staff, and a large number of vehicles, trailers, boats, and rescue equipment (see Appendix A). All members of NARSC adhere to a Code of Conduct (Appendix B) that ensures that member agencies are NIMS compliant and prepared to work within existing command structures.

The South Carolina Emergency Management Division (SCEMD) has responsibility under SC Code §25-1-420 for:

(a) coordinating the efforts of all state, county, and municipal agencies and departments in developing a State Emergency Plan;

(b) conducting a statewide preparedness program to assure the capability of state, county, and municipal governments to execute the State Emergency Plan;

(c) establishing and maintaining a State Emergency Operations Center and providing support of the state emergency staff and work force;

(d) establishing an effective system for reporting, analyzing, displaying, and disseminating emergency information; and

(e) establishing an incident management system incorporating the principles of the National Incident Management System (NIMS) that provides for mitigation, preparedness, response to, and recovery from all man-made and natural hazards.

IV. Responsibilities

NARSC Agrees to:

- NARSC will provide to SCEMD a contact list and up-to-date contact phone numbers to ensure readiness (see Appendix C). This contact list will be structured “three-deep” and NARSC will strive toward ensuring that resources will be available 24 hours/day, 7 days/week, 365 days/year;
- Following a request from SCEMD to provide NARSC resources, the Coalition (NARSC) Representative (CR) will request from member agencies a list of available resources. Response teams may be comprised of individuals/resources from multiple NARSC
agencies. The CR will provide a complete list of responders/agencies to Command. NARSC will not fill any resource requests outside of NARSC membership.

- Upon receiving a request to assist, NARSC will deploy a CR to the Emergency Operations Center. That individual will act as a liaison between SCEMD and NARSC members;
  - Command will forward resource needs to the CR who will identify and coordinate incoming NARSC resources; and
  - Those resources will be comprised of NARSC member staff, partners, volunteers, and their equipment and will be organized in teams with a designated Team Leader (TL);
    - The TL will be responsible for ensuring that NARSC resources are used effectively and safely. The TL will report to the Point of Contact (POC) for assignment.

**SCEMD Agrees to:**

- Provide notice of requested activation of NARSC through ESF-17 (Animal/Agriculture Emergency Response).
- As requested, train NARSC staff members in WebEOC and other operational procedures and software as necessary in the SEOC.
- Provide NARSC staff members with appropriate information to assist them in completing the assignment.

V. Term

This Memorandum Of Understanding outlines an Agreement made between the National Animal Rescue and Sheltering Coalition, Inc. (NARSC) and SCEMD The Agreement may be severed by either party for any reason, or no reason, by providing at least thirty (30) days written notice to the other party.

VI. Periodic Review

Alterations and/or additions, if required, will be made to the Agreement upon mutual consideration and agreement by both parties in written form. This Agreement is signed in two identical copies each having equal legal force. Each party shall keep an original copy of the Agreement.

VII. Confidentiality of Information

NARSC and SCEMD agree to keep, and to ensure that its member agencies, employees, subcontractors, and volunteers keep, confidential all materials and information that are provided to its employees, subcontractors, and volunteers by NARSC or SCEMD in connection with their performance under the Disaster Assistance Program and that are not available to the general public, including without limitation, financial information, and information and materials about NARSC’s and its affiliates’ operations, campaigns, strategic and tactical plans.
NARSC and SCEMD shall not and shall ensure that its member agencies, employees, subcontractors, and volunteers do not, use, disclose, or publish any information pertaining to the Disaster Assistance Program without written approval of NARSC and SCEMD either during or subsequent to the Term of the agreement.

VIII. Assumption of Risk

By signing this agreement, NARSC acknowledges that the nature of the Services involves a high degree of risk of injury to person and property (including death) and NARSC, on behalf of itself, its member agencies, and its employees, subcontractors, and volunteers voluntarily accepts and assumes such risk.

Both SCEMD and NARSC hereby release, discharge, hold harmless and indemnify each to the other, its affiliates and their respective members, shareholders, officers, directors, operations managers, trustees, agents, employees and representatives from all damages, losses, injuries, liabilities, claims demands and causes of action for personal injury, death or damage to personal property (“Claims”), in each case suffered by SCEMD or NARSC, by any employee or subcontractor of SCEMD or NARSC, or by any other person, arising from or occurring in connection with either agency’s provision of the Services, including injury, death or damage caused in whole or in part by the negligence or wrongdoing of any member of SCEMD or NARSC, and any injury, death or damage arising out of any medical treatment or first aid provided or procured by SCEMD or NARSC. SCEMD and NARSC agree that neither it nor its successors or assigns will ever assert in any forum any such Claim, and SCEMD and NARSC shall indemnify and hold harmless to each other from and against any such Claim (including reasonable attorneys fees and costs incurred in defending such Claim) brought against them by SCEMD or NARSC, by any employee, subcontractor, and volunteer of SCEMD or NARSC or by any other person.

IX. Ownership of Information and Other Assets

- NARSC will have the right from time to time to request, receive and use photographic and/or video images and other information, or to photograph and/or video and request information on animals/communities benefiting from NARSC’s support to the Partner Agency. Such pictures and information may be used in fundraising appeals to NARSC member donors around the world, the proceeds of which will be utilized by NARSC members without restriction. All intellectual property rights to such materials will be determined on a case by case basis; and
- Equipment purchased by NARSC for the purpose of implementing relief project will remain the property of NARSC, unless otherwise agreed.
- Equipment procured by Partner Agency to support NARSC efforts will remain the property of the Partner Agency.
- Equipment procured by NARSC Member Agencies for the purpose of implementing relief project will remain the property of the member agency, unless otherwise agreed.

X. Authority
ANNEX 5

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION AND THE CAROLINA CONFERENCE ADVENTIST DISASTER RESPONSE

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
CAROLINA CONFERENCE ADVENTIST DISASTER RESPONSE

I. PURPOSE

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereinafter SCEMD) and the Carolina Conference Adventist Disaster Response (hereinafter ADR) for the purpose of carrying out the disaster relief responsibilities of each agency. The SCEMD, fully understanding its responsibility to provide for the emergency needs of its residents following a major disaster, enters into this agreement with ADR to enable it to meet those needs by utilizing the influx of donated goods which are a result of major disasters.

II. AUTHORITY

This MOU is made under the authority of 24 SC Ann Regs 58-101 (A)(1)(1980). Under this provision SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the state during an emergency.

This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS

WHEREAS, the South Carolina Emergency Management Division has statutory responsibility under SC Code §25-1-420 to prevent, minimize, repair, injury and damage resulting from any type of disaster.

WHEREAS, the South Carolina Emergency Management Division designates Carolina Conference Adventist Disaster Response as a support agency to Emergency Support Function 18 (ESF-18) (Donated Goods and Volunteer Services) with responsibilities to coordinate response and resources into disaster impacted areas within the state.

WHEREAS, Carolina Conference Adventist Disaster Response extends its services throughout the state of South Carolina.
IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

1. Parties: The Parties to the MOU are:
   (A) Adventist Community Services
   (B) South Carolina Emergency Management Division

2. Term: The agreement shall become effective upon execution by both parties and shall remain in effect until termination in writing. Either party in writing with or without cause may make such termination at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.

3. Activation: The agreement shall be activated by request of the SCEMD.

4. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
   (A) ADR will provide coordination and management of receipt and distribution of donations (non-food items) taken during a disaster or emergency. In order to accomplish this, ADR will:
      1. Identify and provide leadership and training for community based volunteers to coordinate the flow of incoming un-designated donated goods.
      2. Identify during pre-incident planning local agencies that may support the overall operation.
      3. Provide management of a multi-agency warehouse and supervise local volunteers in receiving, sorting, packing and inventorying donated goods.
      4. Supply upon request a copy of the most current inventory to Local, State, or FEMA officials.
      5. Turn over the overall operation to the State when there is no longer a need for donated resources.
(B) State will:


2. Provide notice of requesting activation of the Donated Goods System through ESF-18 to ADR.

3. Ensure, when donated resources cannot meet the need, that ESF-7 will coordinate acquisition of the following to include but not limited to:

   **Warehouse space 100,000 Sq Ft**
   Docks with automatic levelers or
   2-10,000 # dock plates
   Operating lockable doors
   Truck size Drive in bay

**Utilities**
- Power
- Heat
- Water

Telephones 8 lines with long distance with 5 phones plus 2 cell phones. ISP with virus protection and firewall on 2 lines. (1 for WebEOC – 1 for Warehouse use)

Shipping general manager internet state-fax-2 roll over order lines

**Forklifts**
Four 5,000 # propane solid pneumatic tires
With side shifters and maintenance contract
6 additional propane tanks and refill source or 4 and set bulk tank for self re-fill. 6 manual pallet jacks

**Transportation**
2 U-Haul trucks with drivers, 16-22 ft with lift gate
Tables and chairs
15 sheets 4X8X3/4 plywood, 45 portable saw horses
25 folding chairs

**Computers**
2 systems with Win XP operating system, MS Office, (not counting WEBEOC),
1Ghz or faster, printers
1 copy machine
1 fax machine
4 cases copy paper
1 file cabinet

Boxes
300 20X20X20
600 16X12X12
300 10X10X10
Box sizes approximate

Packaging materials
4 cases of packages of clear package sealing tape, 36 per case.
15 package sealing tape dispensers
8 cartons of 18” stretch wrap clear (blown type), 4 per carton
4 cartons of 18” stretch wrap green (blown type), 4 per carton for FEMA
150-40X48 wooden pallets
2-Expandable Conveyors 24” wide, expands to 24’

Large Dumpster with service upon request
The above is intended to provide additional information for locating and procuring items that will be needed at the donations warehouse. It is not all inclusive and quantities may change as conditions and time dictate.

V. INDEMNIFICATION AND LIABILITY
1. ADR shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save SCemd harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, ADR agrees that it is not an employee or agent of SCemd, but is an independent contractor.

2. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.

3. ADR agrees to indemnify, defend, and hold free and harmless, SCemd and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or
to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by SCEMD or its agents, servants, and employees.

VI. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature. In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.

________________________
Kim Shinn
Director
S. C. Emergency Management Division
Governor’s Authorized Representative

[Signature]
[Signature]
Date
Date

Phil Rosburg
Carolina Conference Adventist Disaster Response Director
MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION AND SOUTH CAROLINA FOOD BANK ASSOCIATION

ANNEX 6

MEMORANDUM OF UNDERSTANDING BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
SOUTH CAROLINA FOOD BANK ASSOCIATION

I. PURPOSE

This Memorandum of Understanding (hereafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereafter SCEMD) and the South Carolina Food Bank Association (hereafter SCFBA).

II. AUTHORITY

This MOU is made under the authority of 25 SC Code Ann. Regs 58-101(A)(1)(2001). Under this provision, SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the state during an emergency. This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS


WHEREAS, the South Carolina Emergency Management Division designates the Harvest Hope Food Bank, as the Lead Disaster Food Bank Unit (hereafter LDFBU) of the South Carolina Food Bank Association (hereafter Association), as a support agency to Emergency Support Function 11 (ESF-11) (Food Services) with responsibilities to coordinate the receipt, storage, and distribution of unsolicited donated food and grocery items as part of the South Carolina Donated Goods and Volunteer Services Management System (hereafter DGVSMS). The state further recognizes that HHFB and the members of SCFBA are non-profit organizations (with finite resources) and it is in the best interest for all disaster response efforts to maximize efficiencies. Normal distribution methods and daily "food banking"/hunger relief practices need to be reestablished by HHFB and SCFBA as soon as possible after a disaster situation is under control.

WHEREAS, the South Carolina Food Bank Association has designated through the SCFBA Disaster Plan, Harvest Hope Food Bank as LDFBU; however, if HHFB location becomes severely affected as a result of a disaster, functions of LDFBU would be transferred to one of the four other food banks within SC as deemed appropriate by the SCFBA.
IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

A. Parties: The Parties to the MOU are:
   
   1. South Carolina Food Bank Association
   2. South Carolina Emergency Management Division as the representative of the State of South Carolina

B. Term: The agreement shall become effective upon execution by all parties and shall remain in effect until termination in writing. Any party, in writing with or without cause, may make such termination at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of any party already accrued prior to such termination.

C. Activation: The agreement shall be activated by request of the SCEMD in coordination with Emergency Support Function (ESF) 18.

D. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:

   1. HHFB will provide coordination and management of the receipt, storage, and distribution of unsolicited donated food and grocery items during a disaster or emergency. In order to accomplish this, HHFB will:
      
      a. Operate in accordance with its day-to-day procedures for receipt, storage, distribution and overall management of donated food items. HHFB and SCFBA shall be the final authority on all matters dealing with food safety, applicability and integrity standards – in regards to unsolicited donated food and grocery items during times of disaster response.

      b. Provide a representative for ESF-11 from the SCFBA in the State Emergency Operations Center at 2779 Fish Hatchery Road, West Columbia, SC 29172.

      c. Increase distribution schedule as necessary in accordance with the SC Food Bank Association Disaster Plan and the America’s Second Harvest Disaster Plan to meet the demand for food.
d. Respond to requests for food (uncooked) from county EOCs where the normal distribution system has been inadequate or overburdened as a direct result of a disaster.

e. Request equipment and supplies augmentation to ESF-11 as needed according to the South Carolina Food Bank Association Disaster Plan (2000) and the America’s Second Harvest Disaster Response Plan (2000). Provide qualified operators, either paid staff or volunteers, for the equipment.

f. When all resources of South Carolina Food Bank Association have been exhausted, request equipment and surplus augmentation to ESF-11.

g. Retain surplus unsolicited donated food and grocery items remaining when these food items are no longer needed in the disaster area.

2. State will:

a. Alert HHFB for further notification of all members of SCFBA in anticipation of possible activation of Donated Goods and Volunteer Services Management System.

b. Provide notice of requesting activation of the DGVSMS through ESF-11 to HHFB for further notification of all members of the SCFBA.

c. Provide directly or through reimbursement all reasonable equipment and supplies that the HHFB and SCFBA or other members of SCFBA acting as LDFBU may need to complete tasks, including but not limited to, rental trucks, forklifts, pallets, boxes, and tape.

d. Train HHFB and SCFBA personnel in the use of WebEOC management software program and other operational procedures in the SEOC.

e. Ensure, through ESF-18, that SCFBA is incorporated into the overall DGVSMS.

f. Provide all disaster related travel documents and permits needed by HHFB and SCFBA to ensure vehicles can enter and exit declared disaster areas efficiently and safely.
g. Share information with HHFB and SCFBA on potential sources of transportation (truck/ship/rail/air) services and labor, both civilian and military.

h. As permitted by law, offer surplus products to HHFB and SCFBA for use in disaster and/or regular hunger relief operations.

i. Make every effort to minimize burdensome requirements (paperwork, reports, presentation, etc.) on HHFB and SCFBA, in conjunction with disaster relief activities.

j. Include HHFB and the members of SCFBA in all disaster public information pieces and press releases where applicable.

k. Support HHFB and SCFBA in promoting donations intelligence as part of an overall public education component in disaster mitigation and response.

V. INDEMNIFICATION AND LIABILITIES

A. SCFBA shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the State harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, HHFB and SCFBA agree that it is not an employee or agent of the State, but is an independent 501 (c) (3) non-profit organization and as such must abide by strict Federal regulations that govern the handling and accountability for donated goods.

B. To the extent permitted by law, the State shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the HHFB and SCFBA harmless against all claims of whatever nature by third parties arising out the performance of work under this agreement.

C. The State recognizes that HHFB, SCFBA, its staff and volunteers are not employees or agents of the State in any form and that they maintain their own system of management and personnel policies.

D. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.
E. SCFBA agrees to indemnify, defend, and hold free and harmless the State and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of SCFBA, its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.

F. The State agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, HHFB and SCFBA and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertion of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of the State its agents, servants, or employees relating to this MOU, including but not limited to claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.

VI. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter herein.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.
Ronald C. Osborne, Director  
S. C. Emergency Management Division  

Barry Forde, Chair  
South Carolina Food Bank Association  

Denise Holland, Executive Director  
Harvest Hope Food Bank as LDFBU  

12/04/2005  
Date  

12/20/06  
Date  

12/21/06  
Date
ANNEX 7
MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION AND UNITED WAY ASSOCIATION OF SOUTH CAROLINA

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
UNITED WAY ASSOCIATION OF SOUTH CAROLINA – SC SERVICE COMMISSION

I. PURPOSE

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the South Carolina Emergency Management Division (hereinafter referred to as “SCEMD”) and United Way Association of South Carolina (hereinafter referred to as “UWASC”).

SCEMD, fully understanding its responsibility to provide for the emergency needs for the residents of the State of South Carolina (hereinafter referred to as “State”) following a major disaster, enters into this MOU with UWASC for the purpose of obtaining UWASC’s assistance in coordinating the influx of Spontaneous Unaffiliated Volunteers (SUVs) who respond as a result of major disasters and to utilize UWASC’s expertise as the State’s designated Commission for National and Community Service and support agency to Emergency Support Function 18, Donated Goods and Volunteer services to assist in coordinating National Service Resources made available to the State.

II. AUTHORITY

This MOU is made under the authority of S.C. Reg. 58-101 (A)(1). Under this provision SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the State during an emergency. This MOU will be governed by and construed in accordance with the laws of the State.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

A. Parties:

1. United Way Association of South Carolina (UWASC)

2. South Carolina Emergency Management Division (SCEMD), as the representative of the State
B. Term: This MOU shall become effective upon execution by both parties. Either party, with or without cause, may terminate this MOU at any time. Notification of such termination shall be delivered in writing and shall be immediate unless otherwise stated. Any termination under this MOU shall be without prejudice or hardship to any obligations or liabilities of either party already accrued prior to such termination.

C. Activation: The MOU shall be activated by the State Emergency Operations Center (EOC) upon notification by the Emergency Support Function (ESF)-18 (Donated Goods and Volunteers) lead.

D. Terms and Conditions: The interchange provided by this MOU shall be handled as follows:

UWASC Agrees to:

1. Through the use of the UWASC’s Spontaneous Unaffiliated Volunteer Management (SUV) Portal (volunteerasc.org), UWASC will assist ESF-18 with matching unaffiliated/unsolicited volunteers from both within and outside the state with third-party host agencies during a disaster or emergency event. For a maximum period of 14 days past ESF-18 activation, UWASC representation will be present and collocate with SCEMD staff during daytime operating hours. Time represented by UWASC is negotiable depending on the severity of the event. Following the initial 14-day period, the UWASC will virtually assist for an additional 60-90 days.

   • By signing this MOU, SCEMD recognizes that UWASC will not be responsible for directly managing volunteers or volunteer projects, establishing or administrating Volunteer Reception Centers (VRCs), or tracking volunteer service hours and project accomplishments.

In order to accomplish the tasks outlined in this section, UWASC will:

   a. Help ESF-18 identify and coordinate volunteers to support local/statewide preparedness and response activities.

   b. Coordinate response efforts with the United Way Network, SCVOAD, and State and FEMA Volunteer Agency Liaison teams.

   c. Serve as a member of the Volunteer Task Force and communicate the process for SUV enrollment and VOAD organization registration in the SUV Management Portal, (if established by the SC VOAD)

2. As the Governor-appointed South Carolina Commission on National and Community Service, UWASC will assist SCEMD to coordinate National Service Resources. National Service Resources include: AmeriCorps State/National, AmeriCorps National Civilian Community Corps, AmeriCorps VISTA, Senior Corps, and other resources made available by
the Corporation for National and Community Service (CNCS) for a period of 14 days after ESF-18 activation. Note: UWASC does not have the authority to coordinate FEMA Corps activities.

In order to accomplish the tasks outlined in this section, UWASC will:

a. Activate and coordinate AmeriCorps State programs’ response activities.

b. Determine the feasibility of redirecting CNCS financial resources to support response and recovery efforts.

c. Coordinate with the CNCS State Office to help determine where AmeriCorps VISTA and Senior Corps resources could be best utilized to assist in recovery efforts.

d. Broker relationships between AmeriCorps NCCC regional campuses and local sponsor sites to allow for AmeriCorps NCCC Teams to be deployed to the state and assist in recovery efforts.

e. Request deployment of CNCS Disaster Response Unit professional staff to provide support and consultation services.

f. Provide recommendations for possible FEMA-CNCS Mission Assignments.

The State agrees to:

a. Assign a primary and secondary SCEMD point of contact under this MOU and communicate any staff changes to UWASC within 72 hours of reassignment.

b. Provide notice of requested activation of UWASC through ESF-18. ESF-18 will activate when the SEOC moves to OPCON 3 or greater unless the state requests otherwise. Within one-hour of activation the UWASC Chief Executive Officer, SC Service Commission Director, and Disaster Resilience Specialist should be notified.

By January 30 of each year UWASC will send updated points of contact and requests SCEMD do the same.

c. Provide State Emergency Operations Center and Joint Field Office clearance credentials to up to six UWASC staff under this MOU.

d. Ensure that the UWAS SUV Management Portal is properly linked to the SCEMD disaster landing page and any other applicable software systems including Palmetto.
e. As requested, train UWASC representatives on operational procedures and software/technology utilized at SEOC. Specifically, SCEMD will provide training in Palmetto or other pertinent information-sharing or volunteer management portals utilized by the state.

f. Allow UWASC representatives assisting in the SEOC in ESF-18 to operate a laptop computer and telephone. SCEMD will provide technical support for the laptop and phone, if necessary, but does not assume any liability for damage to or support of the equipment itself or the software it supports. Also, UWASC understands that internet connections for UWASC equipment will be accessible through the SCEMD computer network.

g. Disseminate information to the public directing potential volunteers and volunteer host-agencies to the UWASC SUV Portal in the time of a disaster or emergency event. Any additional public information that will be distributed regarding volunteer engagement should also be made available to UWASC to review before being made public.

V. INDEMNIFICATION AND LIABILITY

A. UWASC shall be solely responsible to third parties with whom it shall deal with to carry out the terms of this MOU and shall hold the State harmless against all claims of whatever nature by third parties arising out of its agents’ or contractors’ performance of work under this MOU. For purposes of this MOU, UWASC agrees that it is not an employee or agent of the State, but is an independent 501 (c)(3) non-profit organization and as such must abide by strict Federal regulations that govern the handling and accountability for donated goods.

B. The State recognizes that UWASC’s staff and volunteers are not employees or agents of the State in any form and that they maintain their own system of management and personnel policies.

C. UWASC agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, the State and each of its volunteers, members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities of any nature or otherwise of UWASC, its agents, servants, or employees relating to this MOU, including but not limited to, a claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.

D. UWASC understands that no State agency is liable for suit except as provided by statute or constitutional provision, and that SCEMD, as a political subdivision of
the State, has no authority to subject the State or any of its subdivisions to tort liability by agreement or contract.

UWASC recognizes that this MOU:

1. Shall not create any obligation for the State or any of its subdivisions to hold UWASC harmless from, or defend UWASC against, any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses.

2. Shall not serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies.

3. Shall not be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

VI. INTEGRATION

This MOU contains the entire understanding of the parties with respect to the subject matter of the MOU, and it supersedes all prior understandings and MOUs, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

VII. EFFECTIVE DATE OF AGREEMENT

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

Each of the persons signing below warrants that [he/she] is duly authorized by the entity shown below to sign this MOU on behalf of that entity.

VIII. MODIFICATIONS

This may be modified or amended only by an instrument in writing signed by the parties hereto.

IX. TERMINATION OF AGREEMENT

For any reason, the MOU may be terminated in 30-days by a written Notice of Termination by either party that is served to all parties.

WHEREFORE, the signing parties have caused this MOU to be executed by and between them.
Kim Stenson, Director
S.C Emergency Management Division

Carson Carroll, Director – SC Service Commission
United Way Association of South Carolina

Date
5-23-18
ANNEX 8
MEMORANDUM OF UNDERSTANDING BETWEEN THE VETERANS OF FOREIGN WARS AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
VETERANS OF FOREIGN WARS OF THE UNITED STATES
DEPARTMENT OF SOUTH CAROLINA
HEADQUARTERS

I. PURPOSE
This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereinafter SCEMD) and the Veterans of Foreign Wars of the United States, Department of South Carolina, Headquarters (hereinafter SC-VFW HQ) for the purpose of carrying out the disaster relief responsibilities of each agency. The SCEMD, fully understanding its responsibility to provide for the emergency needs of South Carolina residents and visitors during and following catastrophic events or major disasters, enters into this agreement with SC-VFW HQ to enable it to contribute and assist in meeting these needs by utilizing the facilities and volunteer staff of SC-VFW HQ to serve as an evacuee processing facility/evacuee assistance center and a remote Emergency Support Function location in the event of catastrophic events or major disasters. Additionally, SC-VFW HQ will coordinate the assistance and contribution of cooperating VFW Districts and Statewide VFW Posts to the disaster relief mission.

II. AUTHORITY
This MOU is entered into under the authority of 24 SC Ann. 1980, (A)(1)(1980). Under this provision SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the state during an emergency. This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS
WHEREAS, the South Carolina Emergency Management Division has statutory responsibility under SC Code §25-1-420 to prevent, minimize, repair, injury and damage resulting from any type of disaster.

WHEREAS, the South Carolina Emergency Management Division designates Veterans of Foreign Wars of the United States, Department of South Carolina, Headquarters as a support agency to the State Emergency Support Function for Business and Industry (ESF #24) and with responsibilities to assist evacuee processing and evacuation assistance operations for impacted areas in the vicinity of its Headquarters and any cooperating VFW Posts within the state.
WHEREAS, Veterans of Foreign Wars of the United States, Department of South Carolina, Headquarters extends voluntary services and operations throughout the state of South Carolina via cooperating Statewide VFW Posts.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

1. Parties: The Parties to the MOU are:
   A. Veterans of Foreign Wars of the United States, Department of South Carolina
   B. South Carolina Emergency Management Division

2. Term: The agreement shall become effective upon execution by both parties and shall remain in effect until 30 days after notification of termination in writing. Either party in writing with or without cause may make such termination notification at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.

3. Activation: The agreement shall be activated by request of the SCEMD.

4. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
   A. SC-VFW HQ will provide use of its facilities, staff, and volunteers to:
      i. operate an evacuee processing center in the event of a catastrophic event or major disaster that results in evacuees being transported to the greater Columbia area;
      ii. assist in operating an Evacuee Assistance Center in the event of a major disaster or catastrophic event;
      iii. assist in operating an Evacuee Processing Center in the event of a mass transportation evacuation operation;
      iv. participate in and assist in operating a State Emergency Support Function operations facility (ESF #24, Business and Industry);
      v. coordinate with ESF #18, Donated Goods and Volunteer Services, the use of facilities, staff and volunteers of SC-VFW HQ, State VFW Districts and Statewide VFW Posts that agree to participate in emergency relief missions; and
      vi. provide a generator hookup switch at SC-VFW HQ to facilitate the use of a generator (to be provided as required by the State)
   B. SCEMD (The State) will provide:
i. membership for SC-VFW HQ in ESF #24, the State Emergency Support Function for Business and Industry, and ESF #18, the State Emergency Support Function for Donated Goods and Volunteer Services;

ii. emergency operations training and exercise opportunities for SC-VFW HQ;

iii. Community Emergency Response Team (CERT) training for SC-VFW HQ staff and volunteers and assist in coordinating local CERT training for State VFW Districts and Statewide VFW Posts;

iv. advance notification to SC-VFW HQ in anticipation of mass evacuations or any other emergency activations that may necessitate the use of SC-VFW HQ resources to ensure the safety of South Carolina residents and visitors;

v. coordination, via the State Emergency Operations Center and appropriate State Emergency Support Functions, of resources and expertise for evacuate processing and evacuate assistance operations; and

vi. an emergency generator as required for SC-VFW HQ to ensure backup electrical power (after SC-VFW HQ has installed generator hookup switch);

V. INDEMNIFICATION AND LIABILITY

1. SC-VFW HQ shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold SCEMD harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, SC-VFW HQ agrees that it is not an employee or agent of SCEMD, but is an independent contractor.

2. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.

3. SC-VFW HQ agrees to indemnify, defend, and hold free and harmless, SCEMD and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs; and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of SC-VFW HQ, its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by SCEMD or its agents, servants, and employees.

VI. INTEGRATION
This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature. In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.

Charles R. Platt, Director
Emergency Management Division
State of South Carolina

Ron Bullock, Commander, Commander
Veterans of Foreign Wars of the United States Department of South Carolina Headquarters

March 16, 2011
Date

1/13/11
Date
ANNEX 9

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH CAROLINA LAW ENFORCEMENT DIVISION
AND THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

Memorandum of Understanding between the South Carolina Law Enforcement Division and the South Carolina Department of Public Safety
Regarding Civil Emergency/Civil Disobedience Response

I. Preamble

1. The primary mission of the South Carolina Law Enforcement Division is to provide quality manpower and technical assistance to law enforcement agencies and to conduct investigations on behalf of the state as directed by the Governor and Attorney General.

2. The mission of the South Carolina Department of Public Safety is to protect and serve the public with the highest standard of conduct and professionalism; to save lives through educating its citizens on highway safety and diligent enforcement of laws governing traffic, motor vehicles, and commercial carriers; and to ensure a safe, secure environment for the citizens of the state of South Carolina and its visitors.

II. Background and Purpose

1. Since June 18, 1993 and the signing of Act No. 181 (The State Government Restructuring Act), SCDPS has maintained, trained, and equipped an adequate number of troopers to provide a "Civil Emergency Response Team".

2. Since June 18, 1993 and the signing of Act No. 181 (The State Government Restructuring Act), SLED has maintained, trained, and equipped an adequate number of agents to provide a "SWAT Team".

3. This Memorandum of Understanding (MOU) is entered into between the South Carolina Law Enforcement Division (SLED) and the South Carolina Department of Public Safety (SCDPS) (collectively, the Agencies or Parties).

4. The Parties hereby establishes an agreement for the purpose of the State of South Carolina's response to Civil Emergencies or Civil Disobedience.

III. Affected Components within the Agencies

1. The principle and responsible parties to this MOU are the following within the Agencies.

2. On behalf of SLED the principal component is Counter-Terrorism – Tactical Services (SWAT).
3. On behalf of SCDPS, the principal components are the South Carolina Highway Patrol Division’s (SCHP) Civil Emergency Response Team (CERT) and Advanced Civil Emergency Response Team (A-CERT).

IV. Agreement

1. Pursuant to § 23-3-15 (B) of the South Carolina Code of Laws, 1976 as amended, that states: No other state agency or department having personnel who are commissioned law enforcement officers may engage in any of the activities herein set forth without the express permission of the Chief of the South Carolina Law Enforcement Division. Any state agencies or departments having commissioned law enforcement personnel shall assist the South Carolina Law Enforcement Division at any time the Chief of SLED requests assistance in carrying out the statutory duties of the division.

The Chief of SLED continues to request SCDPS to maintain, train, and equip an adequate number of troopers to provide a response to Civil Emergencies or Civil Disobedience for the State of South Carolina.

2. Pursuant to § 23-3-15 of the South Carolina Code of Laws, 1976 as amended, the Chief of SLED requests SCDPS to develop, to maintain, and to publish, to the appropriate state agencies, a comprehensive Civil Emergency/Civil Disobedience Standard Operating Procedure (SOP) for the State’s response.

V. Effective Date

1. This MOU is effective upon signature and valid until rescinded by the Chief of SLED.

2. This MOU reflects the full understanding between SLED and SCDPS on this subject and may not be modified without the consent of the Chief of SLED.

3. This MOU voids and supersedes all previous MOUs and agreements on this subject between SLED and SCDPS.

4. This MOU is an agreement between SLED and SCDPS and does not create or confer any right or benefit on any other person or party, public or private.

5. Nothing in this MOU or its implementation is intended to restrict the legal authority of SLED or relevant SCDPS components in any way.
Memorandum of Understanding – SLED and SCDFS
Regarding Civil Emergency/Civil Disobedience Response

For the South Carolina Law Enforcement Division

Mark T. Keel, Chief
S.C. Law Enforcement Division
4400 Broad River Road
Columbia, SC 29210
Signed this ___ of April, 2014

For the South Carolina Department of Public Safety

Terry Smith, Director
S.C. Department of Public Safety
10311 Wilson Boulevard
Blythewood, SC 29016
Signed this 21 of April, 2014
ANNEX 10
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH CHARLESTON, SMG AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

Memorandum of Understanding
For Emergency Operations Use of Space at the North Charleston Coliseum Complex

This Agreement is made this 30th day of August, 2018, between the City of North Charleston (CONC), a municipality, South Carolina Emergency Management Division (SCEMD), and SMG, a corporation authorized to do business in the State of South Carolina and which provides the management services for the North Charleston Coliseum Complex (Coliseum Complex) in North Charleston, South Carolina and provides as follows:

Section 1: Purpose

The purpose of this Memorandum of Understanding (MOU) is to delineate the roles of the parties concerning use of space at the Coliseum Complex for emergency operations in the event of a natural or man-made disaster.

Section 2: Mutual Aid and Use of Space for Emergency Operations

The Parties recognize that they will benefit from mutually assisting one another in accomplishing this objective. Therefore the parties and their successors agree to the following:

A. SCEMD shall provide the following assistance or services to the CONC in exchange for use of space at the Coliseum Complex:

1. Coordinate with FEMA for needed commodities.
2. When possible, provide situation updates prior to activation of staging area.
3. Provide a team to coordinate traffic, maintain inventory, and assignment of assets located at staging area.
4. Provide generator power, portable restrooms, office space, and light banks in support of SCEMD operations.
5. Provide standard office supplies required by SCEMD personnel.
6. Coordinate for the security of trailers.
7. Provide fuel for tractors, if needed.
8. Return grounds to the conditions existing prior to activation under the MOU in accordance with section 4.A representative of CONC, SMG, and SCEMD will conduct an inspection of the grounds before and/or after activation.
9. In conjunction with the North Charleston Police Department (NCPD), coordinate with the Incident Command team to determine the need for augmentation or support of law enforcement.

B. The CONC will provide SCEMD with the following space within the Coliseum Complex:

1. Provide adequate space to allow for the staging/parking of buses and/or tractor trailers.
2. Reception areas on the outside of the North Charleston Arena to allow for the loading and unloading of buses of evacuees.
3. Areas within the convention center adequate for the placement of up to 40 tables and 80 chairs to serve as processing stations.
4. Provide up to 40 tables and 80 chairs.
5. Provide adequate electrical service to each station to operate computers, printers, etc.
6. Provide connectivity to Internet service via Wi-Fi or Ethernet to support up to 40 stations dependent upon the utility service being available at the CONC Coliseum Complex.
7. Provide access to restroom facilities adequate to support level of evacuees and staff.
8. Provide adequate areas within the arena for evacuees to await transfer to shelters.
9. Provide an appropriate area for medical personnel to access and treat evacuees.
10. Provide area outside of convention center for the exercise, holding and relief of companion animals.
11. Provide maintenance and custodial services of the facility during processing operations.

C. SCEMD shall use the space for the reception and movement of people evacuated from the Charleston area needing assistance with their return after the area is deemed safe for reentry.

D. SCEMD shall be responsible for supplying any food, water and all other supplies required for its personnel who are housed or using the space within the CONC Coliseum Complex.

E. The CONC Coliseum Complex shall remain open as needed until the conclusion of the emergency or until such time as SCEMD may reasonably be located elsewhere.

F. In the event the management contract between the CONC and SMG expires or terminates during the duration of this MOU, the CONC agrees that the successor to SMG shall abide by the terms of this MOU.

Section 3: Responsibilities of SMG

SMG agrees to open the space for emergency operations upon the request of the CONC and will keep the space open until the CONC directs the SMG to close the space.
Section 4: Liability

A. The parties will not be obligated to indemnify any person or entity for any damage to his her property, injury to his her person or on account of his her death resulting from the performance under this Agreement.

B. The parties will not be responsible for reimbursing any amounts paid or due as benefits to employees of a party giving aid under the terms of the South Carolina’s Worker’s Compensation Act due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both parties shall be responsible for payment for compensation and benefits only to their respective employees or representatives.

C. All individuals retain all compensation, pension retirement, and disability rights while performing duties in accordance with this Agreement, and all employees and representatives shall continue to be paid by the entity where they are employed as of the dates services are rendered.

D. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party of parties shall have any right of action under this agreement for any cause whatsoever.

E. To the extent permitted by law, and without waiving sovereign immunity, each agency shall be responsible for any and all claims, demands, suits, actions, damage, and causes of action related to or arising out of in any way connected with its own actions and the actions of its personnel in providing aid under this Agreement.

Section 5: Effective Date and Termination of Agreement

A. This Agreement shall be in effect on the date set forth above and shall remain in effect until August 30, 2023. This Agreement shall be executed in multiple originals and each counterpart shall be given full force and effect.

B. This Agreement may be terminated by either party upon thirty (30) days advance written notice. Any termination under this section shall be deemed a termination for convenience and the other party shall not be entitled to any damages related thereto.
Section 6: Notice

All notices required under this Agreement to any of the Parties hereto will be deemed properly given if sent by registered or certified mail (postage pre-paid) to the following:

To City of North Charleston: R. Keith Sumney
Mayor
7500 City Hall Lane
North Charleston, SC 29406
Telephone: 843-720-2304

J. Brady Hart, Esq.
2500 City Hall Lane
North Charleston, SC 29406
Telephone: 843-572-8706

To SCEMD: Kim Stenson
Director
2777 Fish Hatchery Road
West Columbia, SC 29170
Telephone: 803-737-6500

To SMG:

Frank Larley
Executive General Manager
5000 Coliseum Drive
North Charleston, SC 29418
Telephone: 843-528-5981

Section 7: Written Agreement

This document contains the entire Agreement between the Parties hereto and all previous negotiations leading thereto. It shall be modified only by written Agreement signed by all parties.

Section 8: Controlling Law

The laws of the State of South Carolina shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on this day of ______ 2018

City of North Charleston:

By: R. Keith Sumney

SMG:

By: Frank Larley

SMG:

By: Kim Stenson

Director
SCEMD

SCEMD:

By: (signature)

Kim Stenson
Director
SCEMD
ANNEX 11
MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

INTERNAL DOCUMENT
ANNEX 12

MEMORANDUM OF UNDERSTANDING BETWEEN THE CIVIL AIR PATROL AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

CAP MOU Registration No. 02-001-MER-SC-EMA

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CIVIL AIR PATROL BY AND THROUGH ITS SOUTH CAROLINA WING
AND
THE STATE OF SOUTH CAROLINA BY
THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

1. **Purpose.** The South Carolina Emergency Management Division (SCEMD) and Civil Air Patrol (CAP) wish to utilize the services of CAP and its volunteers for the public good. This memorandum of understanding (MOU) describes the procedures by which SCEMD may request CAP mission support as well as the terms under which missions are authorized, performed, and reimbursed. The memorandum does not, in and of itself, create any legal obligations among the parties or signatories. All previous MOU(s) between CAP and SCEMD are superseded by this agreement. *NOTE: No Counterdrug (CD) missions are authorized by this MOU.*

2. **Parties.** This MOU is between CAP, by and through its South Carolina Wing (SCWG), and the State of South Carolina through SCEMD.

   a. **Civil Air Patrol.** CAP is a federally chartered charitable non-profit corporation. (36 U.S.C. §§40301-40307) Missions flown under this MOU are "corporate missions." Although CAP is not a government agency or military service, it acts as a volunteer civilian auxiliary of the United States Air Force (USAF) when the services of CAP are used by any department or agency in any branch of the Federal Government. Only the USAF can assign "Air Force Assigned Missions" (AFAMs) See Attachment AF for a discussion of CAP's status and missions as the Air Force Auxiliary (10 U.S.C. §§9441, 9442) and procedures to request AFAMs.

   (1) **SCWG, CAP.** SCWG is an administrative subdivision of CAP and not a separate legal entity from CAP. CAP is generally organized along geographic lines and SCWG's jurisdiction is defined by the boundaries of the state. Missions under this MOU will be performed by SCWG. Contact information is included as Attachment A. (The parties may update Attachment A unilaterally by e-mail or other writing.)

   (2) **CAP Members.** CAP members are volunteers in public service. Members pay an annual membership fee to join and participate in CAP. "Members," as volunteers are not "employees." Although CAP may have employees in the state, their duties as employees are administrative in nature and do not include participating in CAP missions. SCWG may use CAP members of units from outside of SCWG or South Carolina to perform missions under this MOU. All CAP members shall be deemed members of...
SCWG while performing missions under this MOU and entitled to benefits of such membership that arise under this MOU.

(3) CAP-USAF. The United States and Civil Air Patrol - United States Air Force (CAP-USAF) are not a party to this agreement. (See Attachment AF)

b. SOUTH CAROLINA.

(1) SCEMD. The South Carolina Emergency Management Division has statutory responsibility under SC Code §25-1-420 to prevent, minimize, and repair injury and damage resulting from any type of disaster. SCEMD contact information is provided in Attachment B.

(2) Other State or Local Agencies. Other agencies of South Carolina or local government agencies within South Carolina that request CAP assistance may submit an abbreviated MOU (such as a letter signed by both parties) that incorporates the terms and conditions of this MOU by reference. An abbreviated MOU should refer to the MOU Registration Number on the cover page of this agreement and attach a copy of this MOU.

(3) STATE-WING Relationship. There is no statutory relationship between South Carolina and SCWG. While performing missions assigned under this MOU, CAP and its members, as persons, are:

(a) volunteers pursuant to S.C. Code Ann. Section 8-25-10(a) and (c), 'Reimbursement' (discussed in paragraph 7 below) is intended to be financially "neutral" and "not for financial gain." The Commander, SCWG shall maintain data to assist SCEMD in reporting the use of volunteers under S.C. Code Ann. Section 8-25-50(a) [http://www.scstatehouse.gov/code/t08c025.php].

(b) "volunteer forces enrolled to aid [offices and employees of state government, county government(s), and municipal government(s)] in an emergency and persons who may by agreement... be charged with duties incident to protection of life and property of this State during emergencies" (S.C. Code Ann. Section 25-1-430(c)) [http://www.scstatehouse.gov/code/t25c001.php].

3. CAP Mission Capabilities & Limitations.

a. Capabilities.

(1) Objectives. CAP provides an organization of private citizens equipped to respond to local and national emergencies and to serve the public welfare. (36 U.S.C. §40302) CAP can quickly organize large numbers of highly trained volunteers with ready access to up-to-date equipment to provide cost effective support to government agencies.
(2) Operations. SCWG assistance to SCEMD may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, wildlife, waterways, roadways or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraph 3b). Other support may include: manual labor (e.g. filling sandbags for flood control); radio communications; and ground teams (typically used in search and rescue (SAR) missions). Ground teams are prohibited from participating in CD or other law enforcement missions.

b. Limitations.

(1) Priority of Missions. SCEMD understands and acknowledges that the USAF may withdraw CAP from missions in progress under this MOU when necessary to pursue higher priority missions. This is because CAP is the official auxiliary of the Air Force, and there is a priority for employing CAP resources which may affect availability of support to state and local authorities. Priority for utilizing CAP resources is as follows: first, USAF, then other DoD departments and agencies, other Federal departments and agencies, state agencies, and finally, local agencies.

(2) Law. CAP does not have any special exemption from civil or criminal law. Nothing in this agreement shall be read to require any party or signatory to act in violation of the law or applicable regulations. Furthermore, none of the provisions in this MOU is intended to conflict with applicable laws, regulations, or directives governing CAP missions/activities, including but not limited to those discussed below.

(a) Federal Aviation Regulations. Civil Air Patrol pilots, most of whom are private pilots, are required to comply with Federal Aviation Regulations (FARs). The FARs may prohibit private pilots from flying some of the missions (including transport missions except for certain exceptions) contemplated by this MOU. (See Attachment B, CAP Missions and Pilot Limitations)

(b) Assistance to Law Enforcement. CAP regulations limit assistance to law enforcement agencies to "passive assistance."

CAP members may not be deputized nor may they take an active part in arrest or detention activities and have no authority to restrict persons by means of force, active or implied.

a. CAP assistance to law enforcement agencies which may lead to criminal prosecution is restricted to patrol, reconnaissance, communications relay and reporting only. Requests for such assistance, unless of an emergency nature, must be approved in advance by the wing and region commanders and coordinated with NHQ/DO via the CAP National Operations Center (NOC) at 888-211-1812 or opscenter@capnhq.gov. All CAP flights will be in accordance with CAPR 70-1,
(CAPR 900-3 paragraph 3a.)

(c) CAP Directives. CAP missions and activities are also limited by CAP regulations. CAP personnel are required to comply with CAP regulations. Failure of CAP members to comply with applicable regulations may result in administrative action.
(See References below)

(3) Risk Management. CAP is an organization of non-paid volunteer citizens. As such, CAP members may decline to participate in missions or discontinue missions at any time. Additionally, CAP may decline or suspend CAP missions for any reason, including but not limited to safety, risk, and liability concerns.

4. Emergencies. For emergency missions in which (a) life or property are in imminent peril and (b) local resources are inadequate, please see Attachment AF for criteria and procedures for requesting an AFAM.

5. Requesting Missions - In General. Any and all mission requests may be submitted to the NOC at 888.211.1812 or opscenter@capnhq.gov. Reimbursement will be made in accordance with this paragraph and paragraph 7. Corporate missions may include, but are not limited to:

   a. Air and Ground Search and Rescue (SAR) Operations. See Attachment AF regarding requests for air and ground SAR operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

   b. Mercy Missions. Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. For more information on how to request a Mercy mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

   c. Disaster Mitigation and Relief (DR) Operations. DR missions relate to assistance needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornados, major storms, earthquakes, oil spills or other environmental disasters). See Attachment AF regarding requests for DR missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

   d. SAR/DR Training Missions. See Attachment AF regarding requests for air and ground SAR/DR Training Missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.
e. Homeland Security (HLS). See Attachment AF regarding requests for Homeland Security operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

f. Aerial Reconnaissance of Ground Conditions and Surface Traffic for SCEMD. This may include visual or photographic reconnaissance of wildlife, land, forests, roads, and waterways, etc. (Note: In the event of an "environmental disaster," SCEMD may be able to request an AFAM in accordance with Attachment AF). Participation of SCEMD personnel in these aerial reconnaissance missions is discussed in paragraph 5g below.

g. Agency Crewmembers. SCEMD may request CAP aircraft and aircrew as an aerial platform from which SCEMD officials may perform "aerial work," as "crew members." "Aerial work" includes missions such as aerial reconnaissance of ground conditions (discussed in paragraph 5f above) or operation of an airborne repeater. SCEMD officials may be authorized to fly aboard CAP aircraft in accordance with CAPR 70-1. SCEMD officials performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers."

h. Air Transportation of Cargo and Passengers. Air transport of cargo and/or passengers on corporate missions shall be in accordance with subparagraphs (1) and (2) below. Such missions shall be performed without reimbursement or payment of any kind from sources outside of CAP due to FAA restrictions. (Note: Transport missions may be funded by the CAP pilot or SCWG but such missions may be limited due to availability of funding):

(1) Human Organs, Tissues, and Medical Supplies. CAP may perform missions to transport organs, tissues, and/or medical supplies at request of SCEMD for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

(2) AGENCY Officials/Other Non-CAP Passengers. CAP may transport SCEMD officials and other non-CAP passengers approved in accordance with CAPR 70-1.

6. Command, Control, Coordination and Cooperation:

a. Immediate command and control over all CAP resources and personnel employed in accordance with this MOU shall rest with CAP at all times. Mutual consent should be the norm; nevertheless, any party to this agreement may suspend or terminate CAP missions conducted pursuant to this MOU without cause.

b. Both SCWG and SCEMD agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with South Carolina emergency service personnel in disaster relief missions.
7. **Reimbursement.** Reimbursement to SCWG for missions will be as follows:

   a. **Reimbursement for Corporate Missions.** When SCEMD reimbursement is required by SCWG for missions performed under this MOU, such reimbursement shall be limited to the rates established in the current Civil Air Patrol Regulation 173-3, *Payment for Civil Air Patrol Support* Attachment 1 (a copy of which is provided as Attachment C and incorporated herein by reference). The parties agree that Attachment C, as revised from time to time by Civil Air Patrol and approved by CAP-USAF, will be the basis for determining reimbursement. Additionally, aircraft and automobile fuel and oil will be reimbursed at actual cost.

   b. **Restrictions on Billing.** Dual payment/compensation or double billing is prohibited and may not be requested or accepted. For example, if SCWG receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), SCWG may not seek or accept reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. another federal agency).

8. **Liabilities: Insurance, Workers Compensation & Related Matters.**

   a. **State Protections.** State protections afforded CAP and its members such as workers compensation and/or liability protection, if any, are set forth in Attachment D.

   b. **CAP Protections.** In addition to protections afforded in paragraph 8a above (if any), CAP and its members are protected by liability insurance policies as well as member benefits described in CAP Regulation 500-5, *Civil Air Patrol Insurance/Benefits Program* and 112-10, *Indemnification*.

   c. **No Federal Protections.** CAP and its members are not deemed to be instrumentalities of the United States while performing corporate missions. Therefore, Federal Tort Claims Act (FTCA) (10 U.S.C. 9442(b) (2); 28 U.S.C. 2671 et. seq.) and Federal Employees Compensation Act (FECA) (5 U.S.C. 8141) do not apply.

9. **Air Force Provisions.**

   a. The subject MOU is between CAP Corporation and SCEMD and is not an agreement with CAP as the Air Force Auxiliary.

   b. The United States Air Force has priority in the use of CAP equipment bought with appropriated funds. The priority for utilizing CAP resources is: (1) USAF; (2) Other DoD departments and agencies; (3) other Federal departments and agencies; (4) State agencies and (5) Local agencies.
c. CAP volunteers flying missions under this MOU are not eligible for FTCA or FECA benefits.

d. No Air Force Assigned Missions (AFAM) will be assigned pursuant to this MOU.

e. Missions flown and funded under this MOU are not eligible for payment or reimbursement from the federal government.

10. Effective Date, Term, Termination, and Approval Provisions.

a. Effective Date. The terms of this MOU will become effective as of the date signed by both parties.

b. Term. This MOU shall be effective for a period of five years from its effective date.

c. Amendment. This MOU embodies the entire terms and understanding of the parties and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties. Air Force provisions in this MOU are not subject to amendment or revision by either party. (See paragraph 9 and Attachment AF)

d. Termination. The parties may terminate this MOU at any time upon sixty (60) day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown below. (See Attachment A and the addresses below).

National Headquarters, Civil Air Patrol  
105 S. Hansell Street  
Maxwell AFB, AL 36112

South Carolina  
Emergency Management Division  
2779 Fish Hatchery Road  
West Columbia, SC 29172

[SIGNATURES APPEAR NEXT PAGE]
IN WITNESS WHEREOF, this MOU has been executed by the parties herein:

South Carolina Wing, Civil Air Patrol
State of South Carolina
South Carolina
Emergency Management Division

BY
John A. Salvador
Chief Operating Officer

BY
Kim Stenson
Director

DATED: 11 Feb 19
DATED: 25 Feb 19
ANNEX 13
MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGEBURG FAIRGROUNDS ASSOCIATION AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

I. PURPOSE

This memorandum of agreement (MOA) describes the respective roles and responsibilities of the South Carolina Emergency Management Division (SCEMD) and the Orangeburg County Fair Association (OCFA) to provide the Orangeburg County Fairground, 350 Magnolia Street, Orangeburg, SC 29115, as a location to support the emergency response and recovery of the state to a catastrophic event. This location will serve as a vehicle staging area for motor coaches in accordance with the State of South Carolina Critical Transportation Need Evacuation Operations Plan.

II. TERMS AND CONDITIONS

A. Point of Contact

Both parties will maintain a point of contact that can be reached by the other party 24 hours a day, 7 days a week and will notify the other party when contact information changes.

B. Activation

1. SCEMD will notify the Orangeburg County Fair Association and the Orangeburg County Emergency Management Agency not less than 48 hours prior to a requirement to activate this MOA. Upon notification the Orangeburg County Fair Association will notify SCEMD within 12 hours of a possible conflict that would preclude use of any required facilities. The Orangeburg County Fair Association will make every effort to de-conflict any use of the Orangeburg County Fairground grounds and facilities.

2. When SCEMD notifies the Orangeburg County Fair Association of its intention to utilize the fairground, within 24 hours, the Orangeburg County Fair Association will prepare and/or make available the fairgrounds and facilities as outlined in Paragraph C below.

C. Responsibilities

1. Orangeburg County Fair Association
The Orangeburg County Fair Association agrees to allow use of the Orangeburg County Fairground owned or managed facilities and/or grounds to include:

a. Providing access to state and federal vehicles to parking areas and hardstands as indicated in the State of South Carolina Critical Transportation Need Evacuation Operations Plan.

b. Providing access to and the use of designated Orangeburg County Fair Association owned facilities to conduct the briefing, feeding and rest of responding personnel.

c. Providing access to designated infrastructure to include electricity, water, sewer and bathrooms.

2. South Carolina Emergency Management Division

SCEMD agrees to support state vehicle staging area operations conducted at the Orangeburg County Fairground to include:

a. The control and staffing of vehicle staging area operations conducted at the Orangeburg County Fairground.

b. The coordination with local and state law enforcement for security as required.

c. Provide oversight of contract personnel managing the vehicle staging area.

d. Returning all grounds and facilities to condition existing prior to activation under this MOA.

D. Reimbursement

1. Reasonable wear and tear is to be expected resulting from operation of the Orangeburg County Fairground as a vehicle staging area operations site. Prior to activation of this MOA, a representative from the State Emergency Response Team (SERT) and a representative from the Orangeburg County Fair Association will survey and document any pre-existing damage. Upon completion of the use of the fairgrounds, a SERT representative and a
representative from the Orangeburg County Fair Association will survey and document any damage beyond reasonable wear and tear. The costs associated with the repair of such damage will be reimbursed by the State.

2. Operational Costs

Additional costs to the Orangeburg County Fair Association associated with the operation of the fairgrounds as a vehicle staging area site will be reimbursed by the State with prior approval by SCEMD.

3. Staffing

The costs associated with additional staffing requirements to the Orangeburg County Fairground in support of the MOA will be reimbursed by the State.

4. Record Keeping

The Orangeburg County Fair Association will be responsible for all records and documents related to expenses and estimates of repairs. The Orangeburg County Fair Association will submit all required documentation for reimbursement within 30 days of the termination of the use of the Orangeburg County Fairground to SCEMD.

D. Indemnification

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of the acts or failure to act by the other party, its employees or agents, in connection with the performance of this MOA.

E. Modification

This agreement may only be modified in writing by both parties.

F. Term and Termination

This agreement shall remain in effect for 5 years from date of signature. Either party may terminate this agreement with 60 days advanced written notification. Due to the probability of a severe weather crisis, this agreement cannot be
terminated between 1 June through 30 November of any year pertaining to this agreement.

Agreed:

[Signature]

Date: 7 June 2020

Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Rd.
West Columbia, SC 29172

[Signature]

Date: 5 June 2020

Edward M. Stokes (Matt), President and Manager
Orangeburg County Fair Association
350 Magnolia St
Orangeburg SC 29115

POINTS OF CONTACT

South Carolina Emergency Management Division
Chief of Operations Support
803 737-8500

Orangeburg County Fair Association
Matt Stokes
President/Manager
W (803) 533-6153
C (803) 971-0664
After hours (803) 971-0664
ANNEX 14
MEMORANDUM OF UNDERSTANDING BETWEEN FEEDING THE CAROLINAS AND ITS MEMBER FOOD BANKS, AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

ANNEX 14
MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION AND FEEDING THE CAROLINAS AND ITS MEMBER FOOD BANKS

I. PURPOSE

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into by and between the South Carolina Emergency Management Division (hereinafter SCEMD) and Feeding the Carolinas and its member food banks (hereinafter “FTC Network”). The purpose of this agreement is to set forth the terms by which the parties will collaborate and cooperate regarding the dissemination of food to South Carolina communities impacted by economic and supply chain disruption resulting from disasters. The dissemination of food in a disaster can be accomplished in two ways through this MOU: 1) Feeding the Carolinas and the FTC Network serve as a support agency to Emergency Support Function 18 (ESF-18 (Donated Goods) and/or 2) Feeding the Carolinas and the FTC Network serve as a support agencies to Emergency Support Function 11 (ESF-11 (Food Services)).

II. AUTHORITY

This MOU is made under the authority of Regulation 58-101(A) (1), of the SC Code of Regulations, as amended. Under this provision, SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the State during an emergency. This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS

WHEREAS, SCEMD has statutory responsibility under Regulation 58-101(A)(1), South Carolina Code of Regulations, as amended, to prevent, minimize, and repair injury and damage resulting from any type of disaster; and

WHEREAS, SCEMD designates Feeding the Carolinas and the FTC Network as a support agency to Emergency Support Function 18 (ESF-18 (Donated Goods) with responsibilities to coordinate the receipt, storage, and distribution unsolicited donated food and grocery items as part of the South Carolina Donated Goods and Volunteer Services Management System (hereinafter “DGVSMS”); and

WHEREAS, SCEMD further designates Feeding the Carolinas and the FTC Network as support agencies to Emergency Support Function 11 (ESF-11 (Food Services) with

Attachment D-14-1

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the responsibility to coordinate the purchase or receipt, storage, and distribution of cooked food and/or uncooked grocery items to South Carolina communities when commodities such as food, water, and ice are not accessible for purchase as a result of the economic and supply chain disruptions resulting from disaster; and

WHEREAS, SCEMD further recognizes that FTC Network is comprised of non-profit organizations (with finite resources), and it is in the best interests of the people of the State of South Carolina for all disaster response efforts to coordinate in order to maximize efficiencies; and

WHEREAS, normal distribution methods and daily “food banking”/hunger relief practices need to be reestablished by Feeding the Carolinas and the FTC Network as soon as possible after a disaster situation is under control; and

WHEREAS, the FTC member food banks have an understanding that the member food banks mutually support one another when any particular member food bank becomes severely affected as a result of a disaster; functions of the severely impacted member food bank would be transferred to one of the other member food banks within the FTC Network as deemed appropriate by the FTC Network and its members;

NOW, THEREFORE, the parties agree as follows:

IV. DUTIES AND RESPONSIBILITIES

A. Term and Termination: This MOU supplements the agreement between SCEMD and the South Carolina Food Bank Association and Harvest Hope Food Bank dated December 4, 2006. This supplemental agreement shall be effective retroactively from March 1, 2020, upon execution by all parties, and shall remain in effect until termination. Any party, with or without cause, may make such termination at any time upon 30 days written notice to the other party.

B. Activation: The agreement shall be activated by request of SCEMD in coordination with Emergency Support Function (ESF) 11 and/or Emergency Support Function (ESF) 18, as appropriate.

C. Deactivation: This agreement shall be deactivated at the conclusion of any event or disaster by request of SCEMD in coordination with Emergency Support Function (ESF) 11 and/or Emergency Support Function (ESF) 18, as appropriate.

D. Terms and Conditions:

1. At the request of SCEMD, in coordination with ESF-18 (Donated Goods), in response to a disaster, Feeding the Carolinas and the FTC Network will provide

Attachment D-14-2

March 2020
the coordination and management of donated food and the storage and
distribution of food and grocery items. Additionally, if deemed appropriate by
SCemd and at the request of SCemd, in coordination with ESF-11 (Food
Services), Feeding the Carolinas and the FTC Network will provide the
coordination and management of purchased food and the storage and
distribution of food and grocery items, during a disaster or emergency where
conditions constitute a level of severity such that commodities, including, but
not limited to food, water, and ice, are not easily accessible for purchase. In
order to accomplish these objectives, Feeding the Carolinas the FTC Network
will:

a. Operate in accordance with its day-to-day procedures for the purchase,
receipt, storage, distribution, and overall management of food and grocery
items, including any donated items. Feeding the Carolinas and the FTC
Network shall be the final authority on all matters dealing with food safety,
applicability and integrity standards, concerning purchased and unsolicited
donated food and grocery items during times of disaster response.

b. Provide at least one (1) representative for ESF-11 and ESF-18 from Feeding
the Carolinas for the State Emergency Operations Center at 2779 Fish
Hatchery Road, West Columbia, SC 29172. The Feeding the Carolinas
representative will act as the Point of Contact for Feeding the Carolinas and
the FTC Network.

c. Increase its distribution schedule as necessary in accordance with the FTC
Network’s Disaster Plan to meet the demand for food.

d. Respond to requests for food from county Emergency Operation Centers
(EOCs) in areas in which the food supply chain/system is disrupted,
inadequate, or overburdened as a direct result of a disaster, resulting in a
lack of access to food in the affected community. All requests for FTC
support, in order to be invoiced and reimbursed, will be entered and
assigned in Palmettoeoc.com.

e. Request equipment and supplies augmentation through Palmettoeoc.com as
needed according to the FTC Network’s Disaster Plan. Identify number and
type of operators needed for any equipment requested.

f. Retain or appropriately distribute surplus unsolicited donated food and
grocery items remaining when these food items are no longer needed in the
disaster area because food and other commodities are accessible for
purchase.

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g. Maintain invoices and proofs of payment, staff and volunteer time and pay records, and other cost documentation associated with fulfilling work under this MOU and make available to SCEMD upon request. This applies when distribution food in coordination with ESF-11 or ESF-18.

h. Provide notification as follows: In the event that Feeding the Carolinas and the FTC Network’s funding is being exhausted during a state of emergency, the Feeding the Carolina’s representative in ESF-11 and ESF-18 will notify ESF-11, ESF-18, and SCEMD with as much advance notice as possible to allow SCEMD to make alternative arrangements for supply adequate food to communities where access to food is limited.

i. Invoice SCEMD as follows: When distributing food in coordination with ESF-11, Feeding the Carolinas will invoice SCEMD every thirty (30) days for goods and services provided by Feeding the Carolinas and each member of the FTC Network during the activation of this MOU.

2. SCEMD will:

   a. Alert ESF-11, ESF-18, and the Feeding the Carolina’s representative in anticipation of possible activation of this MOU, and Feeding the Carolinas will alert all members of the FTC Network.

   b. Provide donated food and groceries to Feeding the Carolinas in the event of a disaster.

   c. Provide directly, or through reimbursement, all reasonable equipment and supplies that Feeding the Carolinas and the FTC Network needs to complete specific tasks requested under this MOU, including but not limited to supplies, operational support, rental trucks, forklifts, pallets, boxes, and tape when beyond the FTC Network’s normal operations and based on a resource request submitted in Palmettooeoc.com.

   d. Train Feeding the Carolina’s personnel in the use of Palmettooeoc.com and operational procedures.

   e. Provide disaster related travel documents and permits needed by the FTC Network to ensure vehicles can enter and exit declared disaster areas efficiently and safely.

   f. Share information with the FTC Network through Feeding the Carolina’s ESF-11 representative on potential sources of transportation (truck/ship/rail/air) services.
g. Offer surplus products to the FTC Network for use in disaster and/or regular hunger relief operations as permitted by law. Feeding the Carolinas may decide whether and how to disperse said surplus products among the FTC Network.

h. Include Feeding the Carolinas and the FTC Network in all disaster public information pieces and press releases where applicable.

i. Support the FTC Network in promoting donations intelligence as part of an overall public education component in disaster mitigation and response.

j. Pay invoices received from Feeding the Carolinas within thirty (30) days of receipt when Feeding the Carolinas and the FTC Network are distributing food in coordination with ESF-11.

V. INDEMNIFICATION AND LIABILITIES

A. Feeding the Carolinas and the FTC Network shall be solely responsible to all parties with whom it shall deal in carrying out the terms of this agreement and shall save the State harmless against all claims of whatsoever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Feeding the Carolinas and the FTC Network agree that they are not employees or agents of the State, but are independent 501(c)(3) non-profit organizations, and as such, must abide by strict Federal regulations that govern the handling and accountability for donated goods.

B. SCemd recognizes that Feeding the Carolinas and the FTC Network staff and volunteers are not employees or agents of the State in any form and that they maintain their own system of management and personnel policies.

C. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any agreement or contract.

VI. OTHER PROVISIONS

A. Nothing in this MOU is intended to restrict the authority of either party to act independently and as provided by law, statute, or regulation.

B. Nothing in this MOU shall be interpreted as affording either party any role in the content or program decisions of the other party.

Attachment D-14-5

March 2020
C. This MOU is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this MOU.

D. This MOU neither creates a partnership or joint venture, and neither party has the authority to bind the other.

E. Nothing in this MOU obligates SCEMD to enter into any contract, expend any of its funds, or to enter into any financial obligation.

VII. MODIFICATIONS

This MOU may be modified only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective retroactively to March 1, 2020, upon execution by the last party (the “Execution Date”).

IX. MAINTENANCE OF THIS AGREEMENT

All parties to this MOU will participate in a review every five (5) years to ensure that all parties are in compliance with this MOU. As part of that review, SCEMD and Feeding the Carolinas will provide to each other an updated contact list for key staff members and contact information for others deemed appropriate in addition to an updated list of key partner agencies. Said list shall include the name of each agency or food bank, physical address of each agency or food bank, primary contact name and phone number, and the type of facility (pantry, kitchen, or shelter, etc.).

Kim Stenson, Director
SC Emergency Management Division
Governor’s Authorized Representative

Michael Darrow, Executive Director
Feeding the Carolinas

Attachment D-14-6
March 2020
Second Harvest Food Bank of Metrolina

FTC Network Member: Kay Carter
Print Title: Kay Carter, CEO

Lowcountry Food Bank

FTC Network Member: Pat Ealker
Print Title: Pat Walker, President and CEO

Harvest Hope Food Bank

FTC Network Member: Wendy Broderick
Print Title: Wendy Broderick, CEO

Golden Harvest Food Bank

FTC Network Member: Amy C. Breitmann
Print Title: Amy Breitmann, Executive Director

Signature: Kay Carter
Email: kcarter@secondharvest.org

Signature: Wendy Broderick
Email: wbroderick@harvesthope.org

Signature: Michael Darrow
Email: mdarrow@feedingthecarolinas.org

Date

Signature: Pat Walker
Email: pwalker@cftbank.org

Signature: Amy C. Breitmann
Email: abreitmann@goldenharvest.org

Date

SCEOP
Attachment D-14-7  November 2020