

**ATTACHMENT D TO THE SOUTH CAROLINA EMERGENCY OPERATIONS PLAN**  
**MOUs, MOAs, AND OTHER AGREEMENTS**

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Annex 1	Memorandum of Understanding between the State of South Carolina and the Amateur Radio Emergency Service
Annex 2	Memorandum of Understanding between The American Red Cross and the State of South Carolina
Annex 3	Memorandum of Understanding between The Salvation Army (A Georgia Corporation) and the South Carolina Emergency Management Division
Annex 4	Memorandum of Understanding between The South Carolina Emergency Management Division and The National Animal Rescue Sheltering Coalition
Annex 5	Memorandum of Understanding between the South Carolina Emergency Management Division and The Carolina Conference Adventist Disaster Response
Annex 6	Memorandum of Understanding between the South Carolina Emergency Management Division and SC Food Bank Association (Feeding America)
Annex 7	Memorandum of Understanding between the South Carolina Emergency Management Division and United Way Association of South Carolina
Annex 8	Memorandum of Understanding between the South Carolina Law Enforcement Division and the South Carolina Department of Public Safety
Annex 9	Memorandum of Understanding between the South Carolina Emergency Management Division, The City of North Charleston and SMG
Annex 10	Memorandum of Understanding between the South Carolina Emergency Management Division and The American Society for the Prevention of Cruelty to Animals (Internal Document)
Annex 11	Memorandum of Understanding between the South Carolina Emergency Management Division and The Civil Air Patrol
Annex 12	Memorandum of Understanding between the South Carolina Emergency Management Division and The Orangeburg County Fair Association
Annex 13	Memorandum of Understanding between the South Carolina Emergency Management Division and Feeding the Carolinas and its member Food Banks

ANNEX 1

## 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(c)(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

26 Jun 16  
\_\_\_\_\_  
Date

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

06 June 2018  
\_\_\_\_\_  
Date

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**

**South Carolina Emergency Management Division**



**American  
Red Cross**

## MOU Between The American Red Cross and South Carolina Emergency Management Division

**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 South Carolina Emergency Management Division, its agencies, counties, and municipalities (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 the SCEMD to the community and other agencies.

**II. Parties****A. South Carolina Emergency Management Division****1. South Carolina Emergency Operations Plan**

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 Functions, 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 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**

Founded in 1881, the Red Cross is the nation's largest nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a non-governmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. We do this by recruiting, training and equipping volunteers throughout the country. 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 [See Attachment B]. The Red Cross

Government\_MOU\_Template\_V.2.0\_2022\_02\_28  
Disaster Cycle Services  
Government Operations

## MOU Between The American Red Cross and South Carolina Emergency Management Division

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 Red Cross is chartered by the United States Congress to provide humanitarian services and 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."

Further, the 2020 Memorandum of Agreement between FEMA and the Red Cross recognizes the national level roles and responsibilities designated to the Red Cross. Located in Washington, D.C., the national headquarters for the Red Cross is responsible for implementing policies and procedures that govern such Red Cross activities and provides administrative and technical oversight and guidance. Additionally, each region has certain authorities and responsibilities 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.

### III. Methods of Cooperation

The Red Cross and SCEMD mutually recognize each other's authority in the emergency management/disaster response field to prepare, respond and recover from disasters. Accordingly, both parties will share strategic, tactical and crisis communication objectives. Both parties will also share operational plans, priorities and objectives. The Red Cross recognizes the SCEMD responsibility in providing leadership and the full range of emergency management/disaster response services in their jurisdiction. The SCEMD recognizes the Red Cross as having mass care responsibility in domestic disasters, and when activated, will support and coordinate with the Red Cross in the execution of these duties.

As the ESF-6 supporting agency, the Red Cross will coordinate with the SCEMD on their respective disaster cycle activities to enhance services to the community in the following areas:

1. Preparedness activities – Build community capacity and resilience through disaster preparedness within the State, including:
  - a. Community education activities (e.g. Home Fire Campaign, Prepare with Pedro)
  - b. High probability/high consequence events risk assessment
  - c. Planning (e.g. emergency plans, standard operating procedures for notification of disaster and emergency situations)
  - d. Training (e.g. Red Cross disaster trainings, FEMA classroom trainings hosted by the State, )

## MOU Between The American Red Cross and South Carolina Emergency Management Division

- e. Exercise (e.g. Shelter Fundamentals, National Level Exercise, National Mass Care)
  - f. Ensure that PalmettoEOC and The National Shelter System (NSS) data match on an annual basis. This could be done solely by the Red Cross or in collaboration with SCEMD.
2. Response activities – Organize community resources to meet the immediate needs of individuals, families and communities affected by disaster or emergencies, including the following life-sustaining services:
    - a. Daily Home Fire Response Services (e.g. DAT response)
    - b. Sheltering (e.g. managing shelters, providing technical assistance in evacuation and post impact sheltering, quantifying daily shelter counts)
    - c. Feeding (e.g. in shelters, on mobile routes, at fixed sites in the impacted communities)
    - d. Health Services (e.g. shelters, , Family Assistance Centers)
    - e. Mental Health Services (e.g. shelters, Family Assistance Centers)
    - f. Disability Integration (e.g. shelters, feeding sites)
    - g. Spiritual Care (e.g. shelters, Family Assistance Centers)
    - h. Reunification (e.g. Safe & Well)
    - i. Distribution of Relief Supplies (e.g. comfort kits, clean up supplies, personal hygiene items)
    - j. Damage Assessment (e.g. aggregate data, virtual, windowpane)
    - k. Mass Fatality (e.g. funeral assistance, Family Assistance Centers)
  3. Recovery activities – Provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and needs, including:
    - a. Client Casework (e.g. housing, financial assistance, referrals)
    - b. Community Recovery Strategy Development (e.g. Long Term Recovery Committees, Multi Agency Shelter Transition Teams)
    - c. FEMA’s Direct Case Management Program (e.g. the delivery of recovery services for individuals and families, the sharing of case information, the prevention of the duplication of services)
  4. Communication – Keep each other informed of the human needs created by the disaster events and the services being provided, including:
    - a. Collaborating in the Emergency Operation Center (EOC)
      - i. At the request of the State, the Red Cross will provide liaison personnel to the State, EOC and coverage at any jurisdictional EOC’s during a disaster or emergency situation.
      - ii. The State, will provide facility access and identification, workspace and, whenever possible, other required technical support, such as access to the Incident Management System as necessary for the Red Cross liaison personnel assigned to the EOC.
      - iii. The liaison personnel will update the PalmettoEOC system with appropriate information, including shelter information and responding to resource requests.

## MOU Between The American Red Cross and South Carolina Emergency Management Division

- b. Maintaining close coordination and support at all levels and with designated Points of Contact (e.g. in appropriate committees, planning groups, task forces) [See Attachment A]
  - c. Sharing current data regarding disasters (e.g. risk and hazard impact analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, disaster declarations, service delivery plans)
- 5. Recruitment – The State, recognizes that the Red Cross is dependent upon public support and, whenever possible, will advocate for the Red Cross in acquiring necessary resources that increase Red Cross capacity, including:
  - a. Donations: Encourage residents to support the Red Cross (e.g. blood donations for hospital patients, volunteering time).
  - b. State, Volunteers: Determine any specific Disaster Leave Law, Act or Executive Order that allows for volunteering during a disaster.
- 6. Other opportunities for cooperation include:
  - a. Facilities: 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.
  - b. Donated resources: Work together to use volunteer hours and donated resources to offset the non-federal cost share, in accordance with FEMA's PAPPG v.4 donated resources policy language (Chapter 6.XIV. page 88-91), when feasible and appropriate.
  - c. The Red Cross will support the State, 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.
  - d. Repatriation: The Red Cross supports the State, at Emergency Repatriation Centers as defined by the State Emergency Repatriation Plan and the MOU with the Department of Health and Human Services.
  - e. Transportation Incidents: Provide services to clients and family members after a Transportation Incident as defined by the MOU with the National Transportation Safety Board.
  - f. Services to Armed Forces (e.g. military bases, veterans)
  - g. International Services Department (e.g. Restoring Family Links, tracing)

**IV. General**

- a. 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.
- b. Both parties will keep the public informed of their cooperative efforts through the

## MOU Between The American Red Cross and South Carolina Emergency Management Division

public information offices of the Red Cross and the State, and Joint Information Center, if activated.

- c. Both parties will widely distribute this MOU within their respective organizations and urge full cooperation.
- d. Both parties will maintain their own identity in providing service. Each organization is separately responsible for establishing its own policies, procedures, and financing its own activities.
- e. Both parties will abide by the Federal and State laws and regulations concerning confidentiality which safeguard information and the participants confidentiality. Both parties will further abide by all Federal and State laws and regulations as relative to data sharing of pertinent information for performance accountability and program evaluation purposes.

**V. 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.

**VI. Term and Termination.**

This MOU is effective as of June 1, 2023. It expires on May 31, 2028. 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.

**VII. 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.


Signature page follows.

MOU Between The American Red Cross and South Carolina Emergency Management Division

Signature Page

South Carolina Emergency Management  
Division

The American Red Cross

By:   
(Signature)

Name: Kim Stenson  
Title: Director  
South Carolina Emergency  
Management Division

Date 7 Sep 23

Contact information  
Telephone: 803-413-4669  
E-mail: kstenson@emd.sc.gov

By:   
(Signature)

Name: Eric Corliss  
Title: Division Disaster Executive,  
Southeast, Caribbean, and  
Carolinas Division

Date: 8/21/2023

Contact information  
Telephone: 404-308-4333  
E-mail: eric.corliss@redcross.org



MOU Between The American Red Cross and South Carolina Emergency Management Division

## ATTACHMENT A – Organization Contact Information

### Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated, and the other organization informed of the change.

**NOTE:** When any attachment is updated, the revised attachment is inserted in the MOU. The MOU *does not* need to be signed again.

### Regional & State Leadership

Palmetto South Carolina Region		South Carolina Emergency Management Division	
Contact	Rod Tolbert	Contact	Kim Stenson
Title	Regional Executive Officer	Title	Director
Mobile	720-357-6717	Mobile	803-413-4669
e-mail	<a href="mailto:Rod.Tolbert@redcross.org">Rod.Tolbert@redcross.org</a>	e-mail	<a href="mailto:kstenson@emd.sc.gov">kstenson@emd.sc.gov</a>

### Relationship Manager Contact\*

Palmetto South Carolina Region		South Carolina Emergency Management Division	
Contact	Tony Reid	Contact	Megan Wood
Title	Regional Disaster Officer	Title	Mass Care and COOP Program Manager
Mobile	828-772-6982	Mobile	803-542-2245
e-mail	<a href="mailto:Tony.Reid@redcross.org">Tony.Reid@redcross.org</a>	e-mail	<a href="mailto:mwood@emd.sc.gov">mwood@emd.sc.gov</a>

\*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.

### Operations Contact\*\*

Palmetto South Carolina Region		South Carolina Emergency Management Division	
Contact	Tony Reid	Contact	Mike Russell
Title	Regional Disaster Officer	Title	Chief of Operations
Mobile	828-772-6982	Mobile	803-530-6642
e-mail	<a href="mailto:Tony.Reid@redcross.org">Tony.Reid@redcross.org</a>	e-mail	<a href="mailto:mrussell@emd.sc.gov">mrussell@emd.sc.gov</a>

\*\*The Operations Contact is the person each organization will call to initiate operations activities as defined in the MOU.

### Organization Information

Government\_MOU\_Template\_V.2.0\_2022\_02\_28  
 Disaster Cycle Services  
 Government Operations

## MOU Between The American Red Cross and South Carolina Emergency Management Division

<b>Palmetto South Carolina Region</b>		<b>South Carolina Emergency Management Division</b>	
<b>Department</b>	Disaster Cycle Services	<b>Department</b>	South Carolina Emergency Management Division
<b>Address</b>	2751 Bull Street Columbia, SC 29201	<b>Address</b>	2779 Fish Hatchery Road West Columbia, SC 29172
<b>Website</b>	Redcross.org	<b>Website</b>	Scemd.org

MOU Between The American Red Cross and South Carolina Emergency Management Division

## ATTACHMENT B

### **Principles of Conduct for The International Red Cross and Red Crescent Movement and NGOs in Disaster Response Programs**

#### **Principle Commitments:**

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve program beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

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More information about the code of conduct can be found at <http://www.ifrc.org/en/publications-and-reports/code-of-conduct>

#### **The Code Register**

The International Federation keeps a public record of all the humanitarian organizations that become [signatories of the code](#). The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the [registration form](#).

Government\_MOU\_Template\_V.2.0\_2022\_02\_28  
Disaster Cycle Services  
Government Operations

10

## ANNEX 3

MEMORANDUM OF UNDERSTANDING BETWEEN THE SALVATION ARMY AND THE  
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISIONMEMORANDUM 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.
12. Maintaining a file of all Emergency Support Function (ESF) Standard Operating Procedures (SOPs).
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 reciprocity, 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

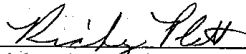
This memorandum affirms the determination of The Salvation Army and SCEMD to reduce human suffering and loss due to all types of disasters. While it is the intent of the parties to cooperate in accord with this memorandum, neither party will be liable to the other, or to any third party, for failure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

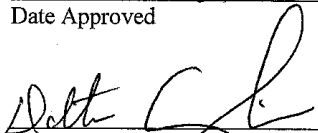
SIGNATORY:

  
 Ricky Platt, Director, South Carolina  
 Emergency Management Division

12-11-09  
 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 COALITIONMEMORANDUM OF UNDERSTANDING

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

**I. Purpose**

The Purpose of this agreement is to identify and coordinate disaster assistance and animal rescue efforts between NARSC and SCEMD 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 SCEMD 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 SCEMD 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:**

NARSC State MOU rev 13 January 2012

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

NARSC State MOU rev 13 January 2012

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 State MOU rev 13 January 2012

NARSC and SCEMD shall not and shall ensure that it's 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:

1. Alert ADR in anticipation of the Donated Goods and Volunteer Services Management System (DGVSMS).
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.

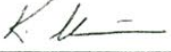
VII. MODIFICATIONS

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 S. Jensen, Director  
S. C. Emergency Management Division  
Governor's Authorized Representative

22 AUG 13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Phil Rosburg  
Carolina Conference Adventist Disaster Response Director

5/17/13  
\_\_\_\_\_  
Date

## ANNEX 6

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION AND SOUTH CAROLINA FOOD BANK  
ASSOCIATIONMEMORANDUM 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 has statutory responsibility under 25 SC Code Ann Regs 58-101(A)(1)(2001) to prevent, minimize and repair injury and damage resulting from any type of disaster.

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 Relief 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 of 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 Thereof, the signing parties have caused this agreement to be executed by and between them.

  
 Ronald C. Osborne, Director  
 S. C. Emergency Management Division

12/04/2006  
 Date

  
 Barry Forde, Chair  
 South Carolina Food Bank Association

12/20/06  
 Date

  
 Denise Holland, Executive Director  
 Harvest Hope Food Bank as LDFBU

12/18/07  
 Date

## ANNEX 7

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION AND UNITED WAY ASSOCIATION OF  
SOUTH CAROLINAMEMORANDUM 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 ([volunteersc.org](http://volunteersc.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 tasked 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



Date



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



Date

## ANNEX 8

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

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**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).

Memorandum of Understanding – SLED and SCDPS  
Page 2 of 3  
Regarding Civil Emergency/Civil Disobedience Response

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 SCDPS  
Page 3 of 3  
Regarding Civil Emergency/Civil Disobedience Response

For the South Carolina Law Enforcement Division



Mark A. Keel, Chief

S.C. Law Enforcement Division  
4400 Broad River Road  
Columbia, SC 29210

Signed this 9<sup>th</sup> of April, 2014

For the South Carolina Department of Public Safety



Leroy Smith, Director

S.C. Department of Public Safety  
10311 Wilson Boulevard  
Blythewood, SC 29016

Signed this 22 of April, 2014

## ANNEX 9

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH  
CHARLESTON, SMG AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT  
DIVISIONMEMORANDUM OF UNDERSTANDING FOR EMERGENCY OPERATIONS USE OF  
SPACE AT THE NORTH CHARLESTON COLISEUM COMPLEX

## I. PURPOSE

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

This understanding is made this 11th day of July, 2023 between the municipality of the City of North Charleston (CONC), the 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.

## 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 Coliseum Complex no later than (NLT) 48 hours prior to an anticipated requirement to activate this MOU. Upon notification the Coliseum Complex will notify SCEMD within 12 hours of any potential conflict that would preclude use of the grounds. The Coliseum Complex will make every effort to de-conflict any use of the grounds and facilities.
2. When SCEMD notifies the Coliseum Complex of its intention to utilize the grounds, within 24 hours, the Coliseum Complex and SMG will prepare the grounds and required facilities as outlined in Paragraph II.C.1.a.-k.

## C. Responsibilities

## 1. CONC

CONC agrees to allow use of the Coliseum Complex grounds and facilities outlined below to support the State's response to and recovery from catastrophic events to include:

- a. Providing adequate space to allow for the staging/parking of buses and/or tractor trailers.

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CONC MOU

June 2023



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**MEMORANDUM OF UNDERSTANDING FOR EMERGENCY OPERATIONS USE OF  
SPACE AT THE NORTH CHARLESTON COLISEUM COMPLEX**

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- b. Providing reception areas on the outside of the Coliseum Complex to allow for the loading and unloading of buses of evacuees.
- c. Providing areas within the Coliseum Complex adequate for the placement of up to 40 tables and 80 chairs to serve as processing stations.
- d. Providing up to 40 tables and 80 chairs.
- e. Providing adequate electrical service to each station to operate computers and printers.
- f. Providing connectivity to Internet service via Wi-Fi or Ethernet to support up to 40 stations dependent upon the utility service being available at the Coliseum Complex.
- g. Providing access to restroom facilities adequate to support level of evacuees and staff.
- h. Providing adequate areas within the Coliseum Complex for evacuees to await transfer to shelters.
- i. Providing an appropriate area for medical personnel to access and treat evacuees.
- j. Providing an area outside of the coliseum for the exercise, holding and relief of companion animals.
- k. Providing maintenance and custodial services of the facility during processing operations required for its personnel who are housed or using the space within the Coliseum Complex.

2. South Carolina Emergency Management Division

The South Carolina Emergency Management Division agrees to support the staging/processing of commodities and evacuation support vehicles at the North Charleston Coliseum Complex by providing:

- k. Coordination for commodities to be shipped from FEMA staging areas, State Regional Staging Areas, and/or emergency contract vendors to the Coliseum Complex .
- l. Coordination for the reception of buses and other support vehicles for the facilitation of personnel evacuation.

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CONC MOU

June 2023

**MEMORANDUM OF UNDERSTANDING FOR EMERGENCY OPERATIONS USE OF  
SPACE AT THE NORTH CHARLESTON COLISEUM COMPLEX**

- c. Coordination for personnel to staff and operate the staging area or processing point at the coliseum complex.
- d. Provide generator power, portable restrooms, office space and supplies, fuel for vehicles, and light banks as required for sustained response operations.
- e. Overall management of staging area operations.
- f. Coordination for the transportation of FEMA and/or State commodities and assets staged at the coliseum complex to county Points of Distribution (POD).
- g. 24-hour security for state and federal assets on the coliseum complex grounds.
- h. Returning the coliseum complex and grounds to the condition existing prior to activation under the MOU.

**D. Reimbursement**

**1. Damage to the Coliseum Complex**

Reasonable wear and tear is to be expected resulting from the operation of the North Charleston Coliseum Complex as a staging/parking area and to the grounds following its use. Prior to activation of this MOU, a representative from the State Emergency Response Team (SERT) and a representative of the North Charleston Coliseum Complex will survey and document any pre-existing damage. Upon completion of use of the facility by SCEMD, a SERT member, a representative of the North Charleston Coliseum Complex, and a representative of SMG will again survey the facility and document any damage beyond reasonable wear and tear. The costs associated with damage beyond normal wear and tear will be reimbursed by SCEMD.

**2. Facility and Staffing**

The costs associated with additional staffing requirements to the North Charleston Coliseum Complex to operate the coliseum complex in support of state emergency response will be reimbursed by SCEMD.

**3. Record Keeping**

The North Charleston Coliseum Complex is responsible for maintaining all records and documents related to expenses and estimates of repairs to

CONC MOU

June 2023

**MEMORANDUM OF UNDERSTANDING FOR EMERGENCY OPERATIONS USE OF  
SPACE AT THE NORTH CHARLESTON COLISEUM COMPLEX**

the coliseum complex. The North Charleston Coliseum Complex will submit all required documentation for reimbursement within 30 days of termination of the use of the coliseum complex to SCEMD.


**E. Modification**

This agreement may only be modified in writing upon the consent of both parties.


**G. Term and Termination**

This MOU shall remain in effect for 5 years from date of signature. Either party may terminate this MOU with 60 days advanced written notification. This MOU shall not be terminated from 1 June through 30 November.

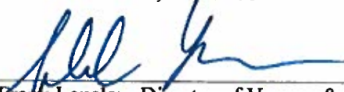
**Agreed:**

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

Date: 11 JUL 23

  
\_\_\_\_\_  
Keith Summey, Mayor  
City of North Charleston  
2500 City Hall Lane  
North Charleston, SC 29406

Date: 7-10-2023

  
\_\_\_\_\_  
Frank Lapsley, Director of Venues & Events Ops.  
2500 City Hall Lane  
North Charleston, SC 29406

Date: 7.3.2023

\_\_\_\_\_  
CONC MOU

June 2023



ANNEX 10

MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN SOCIETY FOR  
THE PREVENTION OF CRUELTY TO ANIMALS AND THE SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION

INTERNAL DOCUMENT

## ANNEX 11

MEMORANDUM OF UNDERSTANDING BETWEEN THE CIVIL AIR PATROL AND THE  
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISIONCAP 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](mailto: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](mailto: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, roadways 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 900-5, *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  
John A. Salvador  
Chief Operating Officer

BY Kim Stenson  
Kim Stenson  
Director

DATED: 11 Feb 19

DATED: 25 Feb 19

## ANNEX 12

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

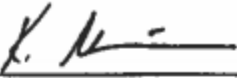
This agreement may only be modified in writing by both parties.

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

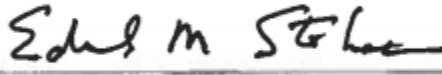
terminated between 1 June through 30 November of any year pertaining to this agreement.

Agreed:



Date: 4 Jun 20

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



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 13

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

## ANNEX 14

**MEMORADUM 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

March 2020

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.

Attachment D-14-3

March 2020



- 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 Palmettoecoc.com.
  - d. Train Feeding the Carolina's personnel in the use of Palmettoecoc.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.

Attachment D-14-4

March 2020

- 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 an 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

  
\_\_\_\_\_  
Date

**M**  
\_\_\_\_\_  
Michael Darrow, Executive Director  
Feeding the Carolinas

\_\_\_\_\_  
Date

Attachment D-14-6

March 2020

Second Harvest Food Bank of Metrolina

FTC Network Member: Kay Carter

Print Title: Kay Carter, CEO

Date

Lowcountry Food Bank

FTC Network Member: Pat Ealker

Print Title: Pat Walker, President and CEO

Date

Harvest Hope Food Bank

FTC Network Member: Wendy Broderick

Print Title: Wendy Broderick, CEO

Date

Golden Harvest Food Bank

FTC Network Member: Amy C. Breitmann

Print Title: Amy Breitmann, Executive Director

Date

Signature: Kay Carter

Kay Carter (Sep 15, 2020 11:45 EDT)

Email: [kcarter@secondharvest.org](mailto:kcarter@secondharvest.org)

Signature: Pat Walker

Pat Walker (Sep 17, 2020 17:31 EDT)

Email: [pwalker@lcfbank.org](mailto:pwalker@lcfbank.org)

Signature: Wendy Broderick

Wendy Broderick (Sep 18, 2020 10:11 EDT)

Email: [wbroderick@harvesthope.org](mailto:wbroderick@harvesthope.org)

Signature: Amy C. Breitmann

Amy C. Breitmann (Sep 18, 2020 15:12 EDT)

Email: [abreitmann@goldenharvest.org](mailto:abreitmann@goldenharvest.org)

Signature: Michael Darrow

Email: [mdarrow@feedingthecarolinas.org](mailto:mdarrow@feedingthecarolinas.org)

9-18-2020 