

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

Annex 1	Memorandum of Understanding between the State of South Carolina and the Amateur Radio Emergency Service
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ANNEX 1

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF SOUTH CAROLINA
AND THE AMATEUR RADIO EMERGENCY SERVICEMEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF SOUTH CAROLINA
AND
THE SOUTH CAROLINA AMATEUR RADIO EMERGENCY SERVICE**I. PURPOSE**

The purpose of this document is to state the terms of a Memorandum of Understanding (MOU) between the South Carolina Emergency Management Division (SCEMD) and the South Carolina Amateur Radio Emergency Service (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 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. ARES is a volunteer program sponsored by the American Radio Relay League, Incorporated. "ARES ®" and "Amateur Radio Emergency Service ®" 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 agreement 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

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 Federal government has authorized the use of the Amateur Radio Service to provide emergency communications and establishes the Radio Amateur Civil Emergency Service (RACES) under Code of Federal Regulations Title 47, Part 97-407,

WHEREAS, ARES and RACES are separate entities operating under separate auspices and regulatory provisions.

WHEREAS, the ARES is an organized group of radio amateurs in South Carolina operating as volunteers, and as part of the field organization of the American Radio Relay League, Incorporated (ARRL), pursuant to procedures established by ARRL, and because of its emergency communication capability 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 the MOU are:
 - 1. Amateur Radio Emergency Services
 - 2. South Carolina Emergency Management Division
- B. Term:
 - 1. 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.
 - 2. This MOU shall terminate in five years from the date of signing. Six months prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it shall be extended for an additional five years. In no event shall any single extension of this MOU be for a term exceeding five years.
- C. Activation: The agreement shall be activated by request of SCEMD.
- D. Terms and Conditions: The interchange provided by this MOU shall be handled as follows:
 - 1. ARES will provide emergency communications support to the SC EMD. In order to accomplish this, ARES will:
 - a. Identify, train, and assign qualified personnel to operate on a continuous basis during emergency operations and exercises in the State Emergency Operations Center (SEOC), the Alternate Emergency Operations Center (AEOC), the Emergency Communications Van (ECV), forward command posts, and all county Emergency Operations Centers.

- b. Provide a deployable cadre of radio operators capable of conducting self-sustaining emergency communications for a period of up to 72 hours.
 - c. Provide technical assistance for maintaining state and local owned amateur radio equipment in emergency operations centers.
 - d. Develop a training and certification system for ARES members, and establish a liaison system with RACES.
 - e. Conduct communications nets at least monthly, if requested.
 - f. Develop an identification system for ARES members.
 - g. Nominate a candidate for SC RACES Officer if requested by SCEMD.
2. SC Emergency Management Division will:
- a. Alert ARES in the event of an emergency operation and provide advance notification of all exercises.
 - b. Provide radio equipment in the SEOC, AEOC, ECV, and any forward command post.
 - c. Sustain ARES personnel during emergency operations and exercises.

V. INDEMNIFICATION AND LIABILITY

- A. ARES shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and each party shall save the other harmless against all claims of whatever nature by third parties arising out of the performance of obligations under this MOU. For purposes of this agreement, 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. 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.
- C. Each party agrees to indemnify, defend, and hold free and harmless, the other party and each of the other party's 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 the actions of the first party's 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 first party or its agents, servants, and employees.

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.

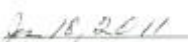
VIII. EFFECTIVE DATE AND EXECUTION

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 Memorandum of Understanding to be executed by and between them.


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


Marc Tarplee, Section Manager
South Carolina
For the South Carolina Amateur Radio
Emergency Service


Date


Date

ANNEX 2

STATEMENT OF UNDERSTANDING BETWEEN THE AMERICAN RED CROSS AND
THE STATE OF SOUTH CAROLINA

Memorandum of Understanding

Between

The State of South Carolina

And

The American Red Cross



**American
Red Cross**

Memorandum of Understanding Between The State of South Carolina and the American Red Cross

I. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to define a working relationship between The American Red Cross (hereinafter “Red Cross”) and The State of South Carolina, represented by the South Carolina Emergency Management Division (hereinafter “SCEMD”), in preparing for and responding to disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and SCEMD in assisting individuals and families who have been impacted by disaster as well as other services for which cooperation may be mutually beneficial.

II. Parties**A. The State of South Carolina**

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

2. State of South Carolina Authorities.

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

B. American Red Cross

1. Services for people affected by disasters

Founded in 1881, the American Red Cross is the nation's premier emergency response organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the American Red Cross is the community-based organization that mobilizes people to aid victims of disasters with the aim of preventing and relieving suffering. The Red Cross provides disaster services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community response efforts, including the efforts of federal, state and local government and non-government

Memorandum of Understanding Between The State of South Carolina and the American Red Cross

organizations. Our goal is to work with all partners to lead a well-integrated, effective and efficient response to every disaster.

The Red Cross provides disaster 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."

Following a disaster, whether natural or human-made, the Red Cross will provide some or all of the following services:

a. Food, Shelter and Emergency Supplies

During a disaster, our first priority is to ensure that people have a safe place to stay, food, and emergency supplies. Red Cross works with government and community partners to open shelters where residents will find comfort with a hot meal, recovery information, and a place to rest. For emergency workers and people returning to their homes, the Red Cross mobilizes emergency response vehicles from which disaster workers distribute food, water, and essential clean-up items that might not be immediately available in the community

b. Welfare Information

Disasters often disrupt regular communication channels and can separate families. Through the Red Cross' nationwide network of chapters, family members may request welfare information regarding their loved ones. The Red Cross "Safe and Well" Web site enables people within a disaster area to let their families and friends outside of the affected region know that they are all right. Clients register on Safe and Well at www.redcross.org/safeandwell. During large-scale disasters, individuals without internet access can call 1-800-RED-CROSS to register.

c. Client Casework and Recovery Planning and Assistance

Red Cross provides individual client services through casework people with disaster-related needs, with particular attention to those who have experienced significant damage or loss of their homes. This casework process helps the worker to assess the client's immediate needs, and connect the client with items, which may include referrals to local resources and/or financial assistance to meet those needs. The caseworker also engages the client in a brief planning process which can help identify action steps for the client to follow in the first few days or weeks after a disaster. Red Cross caseworkers protect client confidentiality and work closely with other organizations and groups to ensure clients have access to all available resources.

Memorandum of Understanding Between The State of South Carolina and the American Red Cross

d. Disaster Health and Mental Health Services

After an emergency, injuries can ensue, essential prescription medicines lost, and the shock and stress of sudden loss can overwhelm a person's normal coping skills. The Red Cross deploys licensed health and mental health professionals who are trained and equipped to provide assistance at the time of a disaster. Disaster health services professionals can provide emergency first aid and medical assessment, triage and replacement of emergency medications with item distribution, financial assistance or referrals to community partners. Disaster mental health professionals provide mental health assessments, crisis intervention and a sympathetic ear to those in need.

2. Services related to the National Response Framework

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

3. Organization

The American Red Cross is a single corporation, chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to the chartered units, which include chapters and blood services regions. Each chapter has certain authority and responsibility for carrying out Red Cross disaster preparedness and response activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each chapter 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. The chapter also formulates cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross may call on the Federal, state or local government for assistance when voluntary contributions are not sufficient to meet community needs.

III. Cooperative Actions

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

Memorandum of Understanding Between The State of South Carolina and the American Red Cross

1. Maintain close liaison and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
2. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include statistical information, historical information, emerging needs and trends, damage assessments, among others, and disaster declarations, and service delivery.
3. During a disaster or emergency situation the Red Cross will, as appropriate and at the request of SCEMD, provide liaison personnel to the State Emergency Operations Center and any designated County Emergency Operations Centers during a disaster. SCEMD will provide work space and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Centers.
4. SCEMD and the Red Cross will coordinate shelter information sharing and reporting.
 - a. The National Shelter System (NSS) is the Red Cross system utilized to report the status of shelters and their occupancy levels to the Red Cross National Headquarters. During disaster responses, requiring sheltering, continuous communication will be required via redundant and multiple means to enable timely and accurate shelter status reporting to SCEMD and ESF-6 partners.
 - b. Hurricane shelter coordination is executed through the conglomerate process. Signature authorities must be under the employ of and empowered to commit resources and sign agreements for their respective organizations. Preliminary to these meetings, Red Cross shelter survey updates are required. The Red Cross will conduct shelter surveys on a regular basis to maintain accurate records.
 - c. When requested, SCEMD will assist the Red Cross in locating potential shelter and service delivery site locations as needed.
5. Work together to develop plans to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster. The Red Cross provides for access and functional needs support by coordinating and providing equipment, supplies, and services required to assist children and adults with disabilities and others with access and functional needs to maintain their independence in congregated care facilities.

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6. Actively participate in reviewing and carrying out responsibilities outlined in the state and local emergency operations plans.
7. During the time of disaster and readiness, keep the public informed of the parties' cooperative efforts through the public information offices of the Red Cross and SCEMD.
8. Actively seek to determine other areas and services provided by the Red Cross and SCEMD where cooperation and support will be mutually beneficial.
9. Use or display the name, emblem, or trademarks of the American Red Cross or the SCEMD only in the case of defined projects and only with the prior express written consent of the other organization.
10. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training, exercises, and disaster response activities, as appropriate
11. Explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the State.
12. Allow the use of each other's emergency management facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
13. Widely distribute this MOU within the Red Cross' and the State's departments and administrative offices.
14. The Disaster Service Volunteer Leave Act, Section 8-11-180, Code of Laws of South Carolina, 1976, as amended, authorizes state employees who are volunteers of the American Red Cross to take up to 10 days paid leave to respond to disasters.
15. The ARC will support SCEMD in integrating the efforts of the non-governmental organizations (NGOs) that provide mass care services during response operations.
16. The ARC will assist in SCEMD's response to emergencies and disasters with responsibilities in support of Emergency Support Function (ESF) 6, 8, 11, and 18.
17. The ARC will, as appropriate and at the request of SCEMD assist the State mass care lead agency in mass care planning and response coordination with other non-governmental organizations (NGOs).
18. Jointly develop Standard Operating Procedures (SOPs) that standardize recurring tasks and responsibilities for each Emergency Support Function the ARC is identified in the State Emergency Operations Plan (EOP) as a support agency.

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19. In coordination with ESF-8, jointly develop plans, protocols, procedures to maximize sharing, and utilization of nursing staff at ARC shelters.
20. Memorandums of Understanding developed between local jurisdictions and local Red Cross affiliates or agencies will be shared between all entities affected by this MOU.
21. SCEMD and the Red Cross will work together to acquire resources to increase each other's capacity to respond to disasters and the development of programs designed to mitigate disaster damage and loss of life.

IV. Periodic Review

The parties will on a regular basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU, revise and develop new plans or goals as appropriate.

V. Term and Termination.

This MOU is effective as of July 1, 2013. It expires on June 30, 2018. 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.

VI. 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.

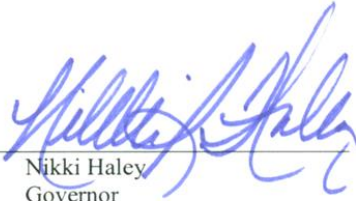
Signature page follows,

Memorandum of Understanding Between The State of South Carolina and the American Red Cross

State of South Carolina

The American Red Cross

By:



Nikki Haley
Governor
State of South Carolina

By:



Gail McGovern
President and Chief Executive Officer
American Red Cross

Date:

07/31/2013

Date:

06/19/2013

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

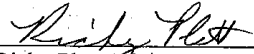
This memorandum affirms the determination of The Salvation Army and SCEMD to reduce human suffering and loss due to all types of disasters. While it is the intent of the parties to cooperate in accord with this memorandum, neither party will be liable to the other, or to any third party, for failure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

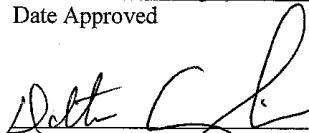
SIGNATORY:


 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:

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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

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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.

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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

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This agreement is executed and is governed by the laws of the South Carolina as if executed and to be performed in South Carolina. The state and federal courts located in the South Carolina shall have jurisdiction over all disputes and matters whatsoever arising under, in connection with, or incident to, or related in any way to this agreement.

GENERAL

No trustee, Operations Manager, shareholder, member, officer, director, employee or agent of NARSC shall be personally or individually liable – and none of NARSC's affiliates shall be in any way liable – for the observance or performance of NARSC's covenants and obligations under this agreement.

This agreement shall constitute the entire agreement between SCEMD and NARSC with respect to the Services and supersedes any and all prior understandings or agreements whether oral or written with respect to the Services. This Agreement will not supersede any existing Agreements in place between SCEMD and a NARSC member agency.

If the above meets with SCEMD approval, please sign and return an original copy of this agreement to Dick Green, Chair, 1530 Peterson Lane Santa Rosa, CA 95403 or scan and email to dick.green@aspca.org signifying SCEMD acceptance of the terms and conditions.

SIGNED for and on behalf of the **NATIONAL ANIMAL RESCUE AND SHELTERING COALITION, INC.**

Signature:  _____

Name: Dick Green

Title: Chair

Date: 15 NOV 13

SIGNED for and on behalf of the **South Carolina Emergency Management Division.**

Signature:  _____

Name: Kim Stenson

Title: Director, SCEMD

Date: 10/22/13

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 Stevenson, 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 Whereof, the signing parties have caused this agreement to be executed by and between them.



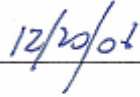
Ronald C. Osborne, Director
S. C. Emergency Management Division



Date



Barry Forde, Chair
South Carolina Food Bank Association



Date



Denise Holland, Executive Director
Harvest Hope Food Bank as LDFBU



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

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 United Way Association of South Carolina (UWASC) for the purposes set out herein. SCEMD, fully understanding that it is its sole responsibility to provide for the emergency needs of the State's residents following a major disaster, enters into this agreement with UWASC for the purpose of obtaining the UWASC's assistance in coordinating the influx of volunteers who respond as a result of major disasters and to obtain the UWASC's assistance in answering overflow calls from the Public Information Phone System (PIPS) using information provided by SCEMD.

II. AUTHORITY

Pursuant to S.C. Code Ann. 25-1-420(a) (Supp. 2002), SCEMD is solely responsible for coordinating the efforts of all state, county, and municipal agencies and departments in developing a State Emergency Operations Plan.

Pursuant to 24 S.C. Code Ann. Regs. 58-101(A)(1) (1992), by agreement or operation of law, persons or groups may be charged with the duties incident to the protection of life and property within the state during an emergency.

In its lawful responsibility for coordinating and developing a State Emergency Operations Plan, SCEMD has the authority to enter into this agreement on behalf of the State of South Carolina.

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

III. RECITALS

WHEREAS, SCEMD recognizes that UWASC possesses expertise in coordinating volunteer resources and answering requests for information from the general public.

WHEREAS, SCEMD designates UWASC as a support agency of Emergency Support Function 18, Donated Goods and Volunteer Services (hereinafter ESF-18), and to PIPS which is SCEMD's Public Information Phone System.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

A. Parties: The Parties to the MOU are:

1. UWASC
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 both parties and shall remain in effect until 30 days after receipt of termination in writing. Either party in writing with or without cause may make such termination at any time without notice. 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.

C. Activation: The agreement shall be activated by request of SCEMD in coordination with ESF 18.

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

1. Through the use of the UWASC's Get Connected portal, UWASC will provide coordination of UWASC volunteers and 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. It should be noted that UWASC will not be responsible for directly managing any unaffiliated/unsolicited volunteers, nor will the UWASC be responsible for establishing or administrating any volunteer reception centers. In order to accomplish the tasked outlined in this section, UWASC will:

- a. Help ESF 18 identify and coordinate volunteers to support local/statewide preparedness and response activities.
 - b. Help coordinate offers of volunteer services from United Way and other chapters of United Way.
 - c. Assist ESF 18 with coordination of other organizations that offer volunteer services during a disaster or emergency.
 - d. Provide a representative at the State Emergency Operations Center (hereinafter SEOC) for an eight hour period each day during and following a disaster to assist ESF 18 responding to volunteers' offers of service.
 - e. This representative will also assist ESF 18 in coordinating requests for service with volunteers' offers of services.
2. The United Way will provide volunteer services to answer overflow calls from the general public using information provided by SCEMD. During a disaster or emergency event, UWASC will provide up to 6 call operators/devoted lines per 8 hour shift.

3. The State will:

- a. Provide notice of requested activation Volunteer Services Management System through ESF 18 and/or PIPS to the UWASC.
- b. As requested, train United Way representatives in WebEOC, NDMN, and other operational procedures and software as necessary in the SEOC.
- c. Allow UWASC representative assisting in the SEOC in ESF 18 to operate a laptop computer for accessing UWASC database of volunteers. SCEMD will provide technical support for this laptop, if necessary, but does not assume any liability for damage to or support of the equipment itself or the software it supports. SCEMD will not be responsible for technical support that requires expertise or accommodation beyond its capability. Also, UWASC understands that, Internet connections for UWASC equipment will be accessible through the SCEMD computer network.
- d. Provide United Way representatives with appropriate information to assist them in answering questions and inquiries from the general public when activated to serve as a backup to PIPS.
- e. Ensure that the UWASC Get Connected Portal is properly link to the South Carolina NDMN landing page and any other applicable software systems.
- f. Facilitate an annual PIPS rollover test to ensure that overflow calls will successfully transfer to the UWASC call center in the time of a disaster or emergency event.
- g. Disseminate all information to public directing potential volunteers and volunteer host-agencies to the UWASC Get Connect portal in the time of a disaster or emergency event.

V. INDEMNIFICATION AND LIABILITY

- A. United Way shall be solely responsible to third parties with which it contracts to carry out the terms of this agreement 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 agreement. For purposes of this agreement, United Way agrees that it is not an employee or agent of the State, but is an independent 501(c)(3) non-profit organization.
- B. The State shall be solely responsible to third parties with which it contracts to carry out the terms of this agreement, and shall hold UWASC harmless against all claims of whatsoever nature by third parties arising out of agents' or contractors' performance of work under this agreement.
- C. 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 hold the UWASC harmless against all claims of whatever nature by third parties arising out the performance of work under this agreement.

D. The State recognizes that UWASC, 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.

E. 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.

F. 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.

G. The State agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, UWASC 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 the State, 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 UWASC 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.

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



S.C Emergency Management Division

28 AUG 13

Date



United Way Association of South Carolina

5-18-13

Date

ANNEX 8

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

I. PURPOSE

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

II. AUTHORITY

This MOU is entered into under the authority of 24 SC Ann 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 Veterans of Foreign Wars of the United States, Department of South Carolina, Headquarters as a support agency to the State Emergency Support Function for Business and Industry (ESF #24) and with responsibilities to assist evacuee processing and evacuee assistance operations for impacted areas in the vicinity of its Headquarters and any cooperating VFW Posts within the state.

WHEREAS, Veterans of Foreign Wars of the United States, Department of South Carolina, Headquarters extends voluntary services and operations throughout the state of South Carolina via cooperating Statewide VFW Posts.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

1. Parties: The Parties to the MOU are:
 - A. Veterans of Foreign Wars of the United States, Department of South Carolina
 - B. South Carolina Emergency Management Division
2. Term: The agreement shall become effective upon execution by both parties and shall remain in effect until 30 days after notification of termination in writing. Either party in writing with or without cause may make such termination notification at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.
3. Activation: The agreement shall be activated by request of the SCEMD.
4. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
 - A. SC-VFW HQ will provide use of its facilities, staff, and volunteers to :
 - i. operate an evacuee processing center in the event of a catastrophic event or major disaster that results in evacuees being transported to the greater Columbia area;
 - ii. assist in operating an Evacuee Assistance Center in the event of a major disaster or catastrophic event;
 - iii. assist in operating an Evacuee Processing Center in the event of a mass transportation evacuation operation;
 - iv. participate in and assist in operating a State Emergency Support Function operations facility (ESF #24, Business and Industry);
 - v. coordinate with ESF #18, Donated Goods and Volunteer Services, the use of facilities, staff and volunteers of SC-VFW HQ, State VFW Districts and Statewide VFW Posts that agree to participate in emergency relief missions; and
 - vi. provide a generator hookup switch at SC-VFW HQ to facilitate the use of a generator (to be provided as required by the State)
 - B. SCEMD (The State) will provide:

- i. membership for SC-VFW HQ in ESF #24, the State Emergency Support Function for Business and Industry, and ESF #18, the State Emergency Support Function for Donated Goods and Volunteer Services;
- ii. emergency operations training and exercise opportunities for SC-VFW HQ;
- iii. Community Emergency Response Team (CERT) training for SC-VFW HQ staff and volunteers and assist in coordinating local CERT training for State VFW Districts and Statewide VFW Posts;
- iv. advance notification to SC-VFW HQ in anticipation of mass evacuations or any other emergency activations that may necessitate the use of SC-VFW HQ resources to ensure the safety of South Carolina residents and visitors;
- v. coordination, via the State Emergency Operations Center and appropriate State Emergency Support Functions, of resources and expertise for evacuee processing and evacuee assistance operations; and
- vi. an emergency generator as required for SC-VFW HQ to ensure backup electrical power (after SC-VFW HQ has installed generator hookup switch);

V. INDEMNIFICATION AND LIABILITY

1. SC-VFW HQ shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold SCEMD harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, SC-VFW HQ agrees that it is not an employee or agent of SCEMD, but is an independent contractor.
2. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.
3. SC-VFW HQ agrees to indemnify, defend, and hold free and harmless, SCEMD and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of SC-VFW HQ, its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by SCEMD or its agents, servants, and employees.

VI. INTEGRATION

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

VII. MODIFICATIONS


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

VIII. EFFECTIVE DATE AND EXECUTION

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



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



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

March 16, 2011
Date

1/19/11
Date

ANNEX 9

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

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

I. Preamble

1. The primary mission of the South Carolina Law Enforcement Division is to provide quality manpower and technical assistance to law enforcement agencies and to conduct investigations on behalf of the state as directed by the Governor and Attorney General.
2. The mission of the South Carolina Department of Public Safety is to protect and serve the public with the highest standard of conduct and professionalism; to save lives through educating its citizens on highway safety and diligent enforcement of laws governing traffic, motor vehicles, and commercial carriers; and to ensure a safe, secure environment for the citizens of the state of South Carolina and its visitors.

II. Background and Purpose

1. Since June 18, 1993 and the signing of Act No. 181 (The State Government Restructuring Act), SCDPS has maintained, trained, and equipped an adequate number of troopers to provide a "Civil Emergency Response Team".
2. Since June 18, 1993 and the signing of Act No. 181 (The State Government Restructuring Act), SLED has maintained, trained, and equipped an adequate number of agents to provide a "SWAT Team".
3. This Memorandum of Understanding (MOU) is entered into between the South Carolina Law Enforcement Division (SLED) and the South Carolina Department of Public Safety (SCDPS) (collectively, the Agencies or Parties).
4. The Parties hereby establishes an agreement for the purpose of the State of South Carolina's response to Civil Emergencies or Civil Disobedience.

III. Affected Components within the Agencies

1. The principle and responsible parties to this MOU are the following within the Agencies.
2. On behalf of SLED the principal component is Counter-Terrorism – Tactical Services (SWAT).

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 9th 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 10

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

INTERNAL DOCUMENT