

APPENDIX E TO ANNEX 18

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

I. PURPOSE

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

II. AUTHORITY

This MOU is entered into under the authority of 24 SC Ann 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.

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

/s/ Frank M. Fogner
Frank M. Fogner, Commander,
Veterans of Foreign Wars of the United
States Department of South Carolina,
Headquarters