

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF
HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY



FEMA

AND

AMERICA'S SECOND HARVEST
THE NATION'S
FOOD BANK NETWORK

**America's
Second Harvest®
The Nation's
Food Bank Network™
Ending Hunger.**

I. PARTIES

The parties to this agreement are America's Second Harvest and the Federal Emergency Management Agency (FEMA), Emergency Preparedness and Response Directorate (EP&R), Department of Homeland Security.

America's Second Harvest, the nation's largest non-governmental hunger-relief charity, was first involved with disaster relief in 1989 following Hurricane Hugo and the Loma Prieta earthquake. Since then, it has developed a disaster preparedness, response and recovery program national in scope. Overall national disaster response coordination is the responsibility of and falls under the guidance of the Affiliate Services Department of America's Second Harvest. (For further information on America's Second Harvest please see Attachment 1.)

FEMA's mission is to provide the leadership and support necessary to reduce the loss of life and property and protect our institutions from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response, and recovery.

II. AUTHORITIES

Section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5152, and Section 4-203 of Executive Order 12148, as amended, authorize the DHS Secretary to enter into agreements with America's Second Harvest and other relief or disaster assistance organizations.

III. PURPOSE

This Memorandum of Understanding (MOU) provides a framework within which America's Second Harvest and FEMA, EP&R, DHS will continue to cooperate to carry out their respective responsibilities in disaster mitigation, preparedness, response, and recovery operations in the event of natural or man-made disasters.

IV. RESPONSIBILITIES

The Federal Emergency Management Agency agrees to:

- a. Notify America's Second Harvest of FEMA training and educational opportunities and materials on issues such as mitigation, disaster assessment, donated goods and services, etc., and assist in covering training costs, when practical.
- b. Provide technical assistance, training and/or tools to help America's Second Harvest support local pre-disaster risk assessment and hazard mitigation efforts, as appropriate.
- c. Provide for an information exchange on available donated goods and services for meeting long-term recovery needs, as appropriate.

- d. Notify America's Second Harvest's Disaster Services Manager of changes in FEMA's disaster assistance regulations and procedures, as appropriate.
- e. Request assistance from America's Second Harvest in unusual and/or catastrophic disaster situations, for specific tasks, as needed.
- f. Provide support to America's Second Harvest for the completion of its requested tasks in unusual and/or catastrophic disaster situations, as appropriate.
- g. As permitted by law, offer surplus products to America's Second Harvest Network of food banks and food-rescue organizations for use in disaster and/or regular food bank operations, and assist with the associated transportation costs for these goods, where possible.
- h. Distribute copies of this Memorandum to its regional offices and other Federal agencies that respond to disaster declarations, as appropriate.
- i. Share information, as feasible, with America's Second Harvest on potential sources of transportation (truck/ship/rail/air) services and labor both civilian and military.

America's Second Harvest agrees to:

- a. Encourage the mitigation of hazard risks through outreach, education, and local community involvement both before and after disasters occur.
- b. Keep FEMA informed about its disaster operations and projects, and look to the FCO for guidance when problems arise at disaster locations.
- c. Provide updated information on America's Second Harvest activities to the FEMA Learning Resource Center at the National Emergency Training Center in Emmitsburg, Maryland. This information may include published reports, public information videos, and brochures.
- d. Encourage members of the America's Second Harvest network to complete training in disaster mitigation, preparedness, response and recovery, including FEMA's Independent Study courses on the National Response Plan, and the National Incident Management System, and other Independent Study courses.
- e. Support the National Donated Goods and Volunteer Services Management Strategy by promoting public education about donations and volunteer management in preparedness times and taking an integral role in the Donations/Volunteer Coordination Team in times of disaster response operations.
- f. Be available to perform agreed upon tasks when possible, or appropriate, as requested by FEMA.

- g. Distribute copies of this Memorandum of Understanding to all Certified Affiliate Food banks and food-rescue organizations in the America's Second Harvest Network.
- h. Comply with regulations promulgated by FEMA under the Stafford Act guaranteeing non-discrimination and prohibiting duplication of benefits (see Code of Federal Regulations §206.11 and §206.91, respectively.)
- i. Participate in state and local VOAD's when possible.

V. REPORTING AND DOCUMENTATION

To facilitate interagency collaborations, America's Second Harvest and FEMA will exchange summary disaster operations reports produced by their respective national operations centers as available, and appropriate. Each party respects the right of the other to define and protect any category of information that it deems to be of an internal use only or confidential nature.

VI. POINTS OF CONTACT

Federal Emergency Management Agency
Benjamin E. Curran
Recovery Division
DHS EP&R/FEMA
500 C Street, SW
Washington, DC 20472
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America Second Harvest
Craig A. Nemitz, CEM
Disaster Services Manager
America's Second Harvest
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VII. MODIFICATION

This memorandum may be modified upon the mutual written consent of the parties.

VIII. OTHER PROVISIONS.

- a. Nothing in this memorandum is intended to conflict with current law or regulation or the directives of FEMA or DHS. If a term of this memorandum is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this memorandum shall remain in full force and effect. Nothing in this MOU is

intended to restrict the authority of either party to act as provided by law, statute, or regulation.

- b. Nothing in this MOU shall be interpreted as affording FEMA or America's Second Harvest any role in the content or programming decisions of either agency, respectively.
- c. In order to facilitate and accomplish the goals and objectives set forth in this MOU, America's Second Harvest and FEMA will meet annually or as necessary to discuss issues of mutual interest and assess progress in accomplishing the desired objectives.
- d. This MOU is not a fiscal or funds obligation document.
- e. This MOU is an internal agreement between FEMA and America's Second Harvest and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person.
- f. This agreement neither creates a partnership nor a joint venture, and neither party has the authority to bind the other.

IX. EFFECTIVE DATE

The terms of this memorandum will become effective on the date of the last signature by the parties as indicated on the signature page of this memorandum.

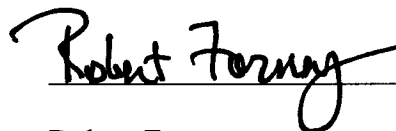
X. TERM OF AGREEMENT. The term of this memorandum, as modified with the consent of both parties, will remain in effect until December 31, 2007. The memorandum may be extended by mutual written agreement of the parties. In addition, either party, upon 30 days written notice to the other party, may terminate this memorandum.

APPROVED BY:



Michael D. Brown
Under Secretary
Emergency Preparedness and
Response Directorate
Department of Homeland Security

Date August 9, 2005



Robert Forney
President & CEO
America's Second Harvest -
The Nation's Food Bank Network

Date 8-9-05

Attachment 1.

AMERICA'S SECOND HARVEST Disaster Concept of Operations.

Throughout a Network of nearly 200 regional food banks and food-rescue organizations in the United States and Puerto Rico, America's Second Harvest is able to provide supplies to emergency feeding centers; shelters and mass care sites serving disaster victims. In many disaster situations, the food banks and food-rescue organizations provide supplies to emergency feeding centers operated by the Salvation Army, the American National Red Cross, the Southern Baptist Convention, and others.

At the onset of a disaster, the level of involvement by the national offices of America's Second Harvest is proportionate to the size and scope of the disaster. The food banks and food-rescue organizations respond to the local needs while the national office may augment or manage this response when necessary. Teams of volunteers from the Network may staff additional storage facilities. All of these measures are designed to ensure that the demand for food and grocery supplies is met.

Each food bank and food-rescue organization is a 501 (C) (3) organization that serves a predetermined geographic area, based on poverty and population data. The food banks and food-rescue organizations are governed locally by their own Board of Directors and all food banks and food-rescue organizations must meet minimum operating standards set nationally by America's Second Harvest.

As the local food banks, food-rescue organizations and America's Second Harvest are non-profit organizations (with finite resources) it is in the best interest of the Network for all disaster response efforts to maximize efficiencies. Normal distribution methods and daily "food banking" practices need to be reestablished as soon as possible after a disaster situation is under control.

America's Second Harvest is fully domestic in scope and practice and is an active member of the National Voluntary Organizations Active in Disaster (National VOAD) and the International Association of Emergency Mangers (IAEM).