LETTER OF AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF AGRICULTURE

AND

STATE OF DELAWARE
DELAWARE EMERGENCY MANAGEMENT AGENCY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

Richard L. Bergold 1/20/05

Richard Bergold Date
Director
USDA

James E. Turner, III Date
Director
DE Emergency Management Agency

MEMORANDUM OF UNDERSTANDING
on the Federal-State Division of Postattack
Food Management Responsibilities
Between the United States Department of Agriculture
and the State of Delaware
Delaware Emergency Management Agency

I. PURPOSE

A. To provide an understanding between the U.S. Department of Agriculture (USDA) and the State of Delaware as to the emergency management of food stocks following a national emergency caused by enemy attack;

B. To provide a means for enhancing the survival of the citizens of the State of Delaware through the orderly management of food supplies to support State food rationing in an emergency period;

C. To give recognition to the principle that certain food stocks are part of a national supply and must be available as such to accomplish the most equitable distribution possible under conditions of postattack emergency;

D. To foster close working relationships between USDA and the State of Delaware in both the preemergency and postattack periods;

E. To form a basis for eliciting the cooperation and assistance of the food industry in the planning to cope with a national emergency.

F. To facilitate the carrying out of the responsibility assigned to USDA and the States by Chapter 8 "Food" of the National Plan for Emergency Preparedness; and

G. To annually provide a database of farm information in the State of Delaware.

II. EMERGENCY FOOD MANAGEMENT OBJECTIVES OF USDA

In exercising distribution control of certain food stocks within the State, it is the USDA objective and intent to provide the State and its citizens with an appropriate share of those stocks under emergency conditions. Moreover, in the management of food supplies at locations outside the State, it will be the USDA objective and intent to utilize such foods in such manner as to meet the needs of all survivors, including those in the State of Delaware.

III. SCOPE

This Memorandum of Understanding pertains to the management responsibility for food stocks of wholesalers (including chain store warehouses) and processors located in the State of Delaware. It provides a basis for both preemergency planning and the management in a postattack period of food stocks of such wholesalers and processors.

IV. UNDERSTANDINGS REACHED

Discussions between duly authorized representatives of the State of Delaware and of USDA have resulted in the following understandings:

A. Responsibility for Food Stocks

It is understood that USDA will retain all responsibility for postattack distribution control of the food stocks of wholesalers (including chain store warehouse) and of all processors except those in the categories described in Item B which follows. It is understood also that USDA will exercise such control in full cooperation with the State of Delaware and in consideration of the needs of its surviving population.

B. State Control of Certain Processor Food Stocks

It is understood that the State of Delaware will assume responsibility for postattack distribution control of food in all retail positions, including retail stores, hotels, schools, restaurants, institutions (except Federal institutions), and homes and for the food stocks of processors such as confectioners, delicatessens, local fluid milk distributors, retail bakers, and others whose distribution in any case is retail in nature and subject to rationing.

C. Distribution of Food

It is understood that food stocks from sources under distribution control of the State of Delaware and such foods as may be made available to the State of Delaware by USDA, shall be distributed at a rate which will not result in an amount in excess of that necessary to meet the USDA National Emergency Maximum Food Distribution Allowance.

D. Food Shipments Enroute

Food shipments enroute are understood to be part of the national food reserve and subject to USDA management. It is understood also that both State and Federal authorities will facilitate the continued movement to destination to the extent possible; as provided by Chapter 8 on "Food" of the National Plan for Emergency Preparedness, and the Interstate Commerce Commission's Standby Order, TM-5.

E. Identification of Facilities

It is understood that, in the interest of the welfare of its surviving population, the State of Delaware will assist USDA as necessary and possible in the identification and listing of food wholesalers and processors whose stocks would be important in the postattack period.

F. Facilities and Claimancy

It is understood that USDA will retain repsonsibility postattack for facilities and will serve as claimant for materials, equipment, manpower, and services that may be needed postattack by food wholesalers (including chain store warehouses) and processors.

Wm. Donald Clifton
William Donald Clifton
Director
U.S. Department of Agriculture (USDA)
Consolidated Farm Services Agency (CFSA)

4/15/96
Date

Sean P. Mulhern
Director
State of Delaware
Delaware Emergency Management Agency

4-15-96
Date

AGREEMENT AMONG NEW CASTLE COUNTY, DELAWARE,

DELAWARE EMERGENCY MANAGEMENT AGENCY, AND PSEG NUCLEAR, LLC FOR THE

RADIOLOGICAL EMERGENCY PREPAREDNESS

THIS AGREEMENT is made among **PSEG Nuclear, LLC, NEW CASTLE COUNTY,** a political subdivision of the State of Delaware (hereinafter referred to as the "County"), and **Delaware Emergency Management Agency**.

WHEREAS, the State of Delaware in conjunction with New Castle County has adopted an emergency plan and procedure in case of an emergency at the Salem or Hope Creek Nuclear Generating Stations; and

WHEREAS, in order to provide prompt notification of New Castle County in the event of an Alert, Site Area or General Emergency as defined in NUREG 0654/Federal Emergency Management Agency REP-1, Rev. 1, an agreement to provide such notification has been reached.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. In the case of an Alert, Site Area or General Emergency at the Salem or Hope Creek Nuclear Generating Stations, New Castle County understands that the Senior Shift Supervisor, the Emergency Duty Officer or the Emergency Response Manager at Salem or Hope Creek Generating Stations will contact the Delaware Emergency Management Agency (DEMA) and/or the Delaware State Police (DSP) Headquarters Communications directly. DEMA will inform New Castle County Office of Emergency Management and the New Castle County Department of Public Safety of an Alert, Site Area, or General Emergency, if activated. Otherwise, DEMA will notify the New Castle County Fireboard. PSEG Nuclear, LLC will only contact New Castle County if DEMA or DSP Headquarters Communications cannot be reached. PSEG Nuclear, LLC will contact the New Castle County Fireboard via the communications link commonly known as the "Hotline" as provided and maintained by PSEG Nuclear, LLC at its sole expense, with commercial phones as alternates, within the time frame established in Section 4A below. This is in compliance with the requirements of the Nuclear Regulatory Commission in the NUREG 0654/Federal Emergency Management Agency REP-1, Rev 1 (November 1980).

Section 2. The New Castle County Director of Public Safety has the authority and responsibility to support and assist the DEMA implementation in the prompt notification of the public in New Castle County in the event of an Alert, Site Area or General Emergency. The New Castle County Coordinator of Emergency Planning will act as the alternate to the Director of Public Safety in the event the Director of Public Safety is not available.

Section 3. The County agrees to participate in the State of Delaware's implementation of the emergency plan for Salem and Hope Creek Nuclear Generating Stations and agrees to:

a) Operate the New Castle County Emergency Operations Center;
b) Coordinate the overall emergency response of County Departments and organizations;
c) Designate New Castle County's Director of Public Safety, or alternate, to serve as the New Castle County point of contact with State and Federal agencies;
d) Support the State of Delaware's implementation of prompt notification of the public of New Castle County;
e) Verify the notification of an Alert, Site Area or General Emergency from DEMA; initiate the notification of County emergency response personnel; and assist the State of Delaware in the notification of the public of affected areas; and
f) Coordinate emergency response training of New Castle County personnel.

Section 4. DEMA agrees to:

a) Notify the New Castle County Office of Emergency Management and the New Castle County Director of Public Safety or the New Castle County Fireboard in a timely manner of an Alert, Site Area or General Emergency at the Salem or Hope Creek Nuclear Generating Stations in accordance with the terms of Section 1 hereof;
b) Provide the County at the time of notification of an Alert, Site Area, or General Emergency with a protective action recommendation in response to the Emergency.

Section 5. PSEG Nuclear, LLC agrees to:

a) For emergency classification, namely notification of an Alert, Site Area or General Emergency, PSEG Nuclear, LLC agrees to notify the County within 15 minutes if the Delaware State Police (DSP) Headquarters Communications or DEMA cannot be promptly contacted.
This action does not relieve PSEG Nuclear, LLC of its responsibility to notify the Delaware State Police (DSP) Headquarters Communications and/or DEMA in the event of a declaration of emergency at Salem or Hope Creek Nuclear Generating Stations.

b) Reimburse the County for all reasonable costs that are proximately caused by an emergency at the Salem or Hope Creek Generating Station. Such liability shall be in accordance with the Price-Anderson Act, as amended 42 U.S.C. 2210 et seq. In this regard, PSEG Nuclear, LLC hereby agrees to waive any immunity from public liability conferred by Federal or State Law.

Section 6. The County, Delaware Emergency Management Agency, and PSEG Nuclear, LLC agree to cooperate with each other and all State and Federal agencies to provide for the safety and well-being of the citizens of New Castle County with regard to any emergencies arising at the Salem or Hope Creek Nuclear Generating Stations.

Section 7. This agreement shall be adhered to by all parties until one party requests to make relevant and appropriate changes. At such a time, parties hereto shall attempt to renegotiate this Agreement in accordance with all-applicable Federal, State or County laws or regulations. In the event, during the terms of this Agreement, that any applicable Federal, State or County laws or regulations change, this Agreement shall be deemed to be amended in accordance with such applicable Federal, State or County laws or regulations.

Section 8. This Agreement cannot be varied, altered, amended, or changed, or any part hereof, without a document signed by all parties hereto. This agreement represents the entire Agreement among the parties and no other Agreement shall be binding unless in writing and signed by all parties hereto.

Section 9. This Agreement shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals the date and year indicated below.

Section 10. This Memorandum of Understanding supercedes and voids all previous Memorandums of Understanding among New Castle County, Delaware, Delaware Emergency Management Agency, and PSEG Nuclear, LLC for the purpose of providing protection to the public in the event of a nuclear accident threatening public life or property.

ACTING FOR
Hon. Christopher A. Coons
County Executive
New Castle County

7/20/05
Date

Guy H. Sapp
Director
New Castle County Department of Public Safety

7/15/05
Date

Mr. William Levis
Chief Nuclear Officer
PSEG Nuclear, LLC

9/12/05
Date

Mr. James E. Turner, III
Director
Delaware Emergency Management Agency

8/8/05
Date

Approved
Attorney General State of Delaware
By:

8/2/05
Date

LETTER OF AGREEMENT

BETWEEN

CIVIL AIR PATROL

AND

STATE OF DELAWARE
DELAWARE EMERGENCY MANAGEMENT AGENCY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

25 JAN 05
Col. Russell M. Opland Date
Delaware Wing Commander

1/03/05
James E. Turner, III Date
Director

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CIVIL AIR PATROL BY THE DELAWARE WING
AND
THE STATE OF DELAWARE BY THE DELAWARE EMERGENCY MANAGEMENT AGENCY

1. Purpose. The Delaware Emergency Management Agency ("DEMA") and Civil Air Patrol ("CAP") wish to utilize the services of CAP and its volunteers for the public good. This memorandum of understanding ("MOU") describes the procedures by which DEMA may request CAP mission support as well as the terms under which missions are authorized, performed, and reimbursed. The memorandum does not, in and of itself, create any legal obligations among the parties or signatories. All previous MOU(s) between CAP and DEMA are superseded by this agreement, except those listed in paragraph 11c, below. *NOTE: No Counterdrug ("CD") are authorized by this MOU. Other assistance to law enforcement is discussed in ¶3.b(2)(c) and (d) below.*

2. Parties. This MOU is between CAP, through its Delaware Wing, and the State of Delaware, through DEMA.

a. Civil Air Patrol. CAP is a federally chartered charitable non-profit corporation. CAP is not a government agency or military service. When used to fulfill the noncombat programs and missions of the Department of the Air Force outlined in paragraph 5, CAP acts as the volunteer civilian auxiliary of the United States Air Force ("USAF") (36 U.S.C. §§40301 – 40307, 10 U.S.C. §§9441-9448).

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

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

(3) CAP-USAF. Civil Air Patrol - United States Air Force ("CAP-USAF") is not a party to this agreement. Nevertheless, the parties acknowledge that CAP-USAF is the Air Force agency responsible for providing advice, assistance, and oversight to CAP in its role as the auxiliary of the United States Air Force. DEMA's primary point of contact for CAP-USAF is the

CAP-USAF State Director of Liaison Services ("SD") assigned to Delaware Wing. The SD is responsible for USAF oversight of Delaware Wing activities when CAP is functioning as the auxiliary of the United States Air Force. SD contact information is included in Attachment A.

b. State of Delaware.

(1) Delaware Emergency Management Agency. DEMA is the lead state agency for coordination of comprehensive emergency preparedness, training, response, recovery and mitigation services in order to save lives, protect Delaware's economic base and reduce the impact of emergencies. DEMA is a division within the Department of Public Safety and is authorized by Delaware Code, Title 20, Chapter 31§3101-3130. DEMA's contact information is provided in Attachment A.

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

(3) State of Delaware – Civil Air Patrol Relationship. There is no statutory relationship between the State of Delaware (or DEMA) and Delaware Wing (or CAP).

3. <u>CAP Mission Capabilities & Limitations</u>.

a. Capabilities.

(1) Objectives. CAP provides an organization of private citizens equipped to respond to local and national emergencies and to serve the public welfare (36 U.S.C. §40302). CAP can quickly organize large numbers of highly trained volunteers with ready access to up-to-date equipment to provide cost effective support to government agencies.

(2) Operations. Delaware Wing assistance to DEMA may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraphs 3b, and 7b and c below). Other support may include: manual labor (e.g. filling sandbags for flood control); radio communications; and ground teams (typically used in search and rescue ("SAR") missions). Ground teams are prohibited from participating in CD or other law enforcement missions.

b. Limitations.

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

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

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

(b) Air Force Missions. DEMA may request CAP support for emergency and disaster relief missions from the USAF that fall within the categories listed in paragraph 4, below. When CAP performs missions as the auxiliary of the United States Air Force, applicable rules and regulations governing military support to civil authorities apply (see DODD 3025.1; AFI 10-802). Due to regulatory limitations, air transportation may not be available as an Air Force-assigned mission ("AFAM") (see DoD 4515.13-R, Air Transport Eligibility). CAP-USAF or its authorized USAF agent must approve all non-CAP personnel flying aboard CAP aircraft in connection with AFAMs (see paragraph 5).

(c) Posse Comitatus. Title 18, United States Code §1385 prohibits the USAF from providing direct or active assistance to law enforcement agencies ("to execute laws") under the doctrine of *posse comitatus* (see also 10 U.S.C. §§371-382). These prohibitions are applicable to any support the USAF provides to DEMA through its Air Force auxiliary, CAP. Under CAP Regulation 900-3, *Firearms – Assistance to Law Enforcement Officials*, paragraph 3, CAP corporate activities have been similarly limited. Prohibited activities include, but are not limited to, the following: surveillance of persons and/or activities; search and/or seizure; arrest, apprehension or similar activities; interdiction of a vehicle, vessel or aircraft or other similar activity (see DODD 5525.5, paragraph 4.1.3).

(d) CAP Directives. CAP missions and activities are also limited by CAP regulations. CAP personnel are required to comply with CAP regulations. Specifically, "CAP assistance to law enforcement agencies which may lead to criminal prosecution is restricted to patrol, surveillance, and reporting only. Requests for such assistance, unless of an emergency nature, must be approved in advance by the Wing and Region Commanders and coordinated with National Headquarters" (CAPR 900-3, ¶3.a.) Failure of CAP members to comply with applicable regulations may result in administrative action (see References below).

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

4. Requesting Missions - In General. Any and all mission requests may be submitted to CAP's National Operations Center ("NOC") toll-free at (888) 211-1812. However, the fastest means of obtaining emergency mission authorization is by contacting the Air Force organizations directly using the telephone numbers indicated in paragraphs 5.a, b, and c below.

5. Requesting Missions from the United States Air Force. The following activities are AFAMs when requested by DEMA, authorized by a designated Air Force agent for CAP-USAF, as identified below; and assigned an Air Force mission number. For guidelines on reimbursement for mission-related expenses, consult paragraph 9.

a. Air and Ground Search and Rescue Operations. When CAP assistance for SAR operations is needed, DEMA may contact the Air Force Rescue Coordination Center ("AFRCC") toll-free at (800) 851-3051 to request Air Force mission authorization. CAP SAR resources may be activated and assigned by AFRCC to search for, locate, and relieve a distress situation, including overdue aircraft, emergency locator transmitters ("ELTs"), and persons in distress. AFRCC will only approve such a mission to support life-saving efforts when DEMA has no other adequate resources readily available.

b. Mercy Missions: Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. When CAP assistance is needed to perform such a mission, DEMA may contact the AFRCC toll-free at (800) 851-3051 to request Air Force mission authorization. AFRCC will approve such a mission for support of life saving efforts only when DEMA has no other adequate resources readily available.

c. Disaster Mitigation & Disaster Relief Operations: When CAP assistance is needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornadoes, major storms, earthquakes, oil spills or other environmental disasters), DEMA may contact the Air Force National Security Emergency Preparedness ("AFNSEP") duty officer toll-free at (800) 366-0051 to request Air Force mission authorization. CAP support for disaster relief ("DR") may include: search for missing aircraft and persons; damage survey and assessment; radio communications support; and air transport of medical and other equipment or supplies. Air Force mission authorization may be granted by AFNSEP in the event of a Presidential Disaster Declaration, or when "imminently serious" conditions exist that require immediate action to save lives, prevent human suffering, or mitigate great property damage.

d. SAR/DR Training Missions. SAR/DR training missions/exercises with DEMA may be performed as AFAMs with advance approval by the appropriate Headquarters ("HQ") CAP-USAF agent. DEMA may request a joint SAR or DR training mission by submitting a CAP Form 10, *Request, Authorization, and Report for Training/Evaluation Missions* to the SD (SD contact information is included in Attachment A) at least 30 days prior to the activity in order to permit the appropriate HQ CAP-USAF agent to review the training request. Approved missions will be issued an Air Force mission number.

e. Homeland Security. DoD and USAF policy on Homeland Security ("HLS") missions CAP may be tasked to perform in support of civil authorities is still evolving. Identifiable missions, tasking procedures, mission authorization, and funding issues will become clearer over time. To obtain the most current information available on policies and regulatory guidance governing CAP HLS missions for the Air Force, DEMA may contact CAP-USAF Executive Officer ("XO") through the CAP NOC toll-free at (888) 211-1812. (See also AFPD 10-8, *Operations - Homeland Security*.)

6. Corporate Missions. In addition to AFAMs, Delaware Wing may conduct missions for DEMA as a federally-chartered nonprofit corporation consistent with the purposes set forth in 36 U.S.C. 40302 and 10 U.S.C 9443(a)(1) & (2). Corporate missions include those missions in paragraph 5 that USAF declines, missions that are decertified by USAF, and any other missions that CAP performs consistent with its charter and federal law. CAP's use of resources for corporate missions is subject to the laws and regulations governing the use of federally-provided or -purchased assets by a nonprofit corporation (10 U.S.C. §9443(b)). For guidelines on reimbursement for mission-related expenses, consult paragraph 9.

7. Requesting Missions from CAP. DEMA may request corporate missions by calling the CAP NOC toll-free at (888) 211-1812, and obtaining a corporate mission number. Reimbursement will be made in accordance with this paragraph and paragraph 9. Corporate missions may include, but are not limited to:

a. Aerial Reconnaissance of Ground Conditions and Surface Traffic. This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (note: in the event of an "environmental disaster," DEMA may be able to request Air Force mission authorization in accordance with the procedures under paragraph 5c, above). See paragraph 3b(2)(c), above. Participation of DEMA personnel in these aerial reconnaissance missions is discussed in paragraph 7b, below.

b. Agency Crewmembers. DEMA may request CAP aircraft and aircrew as an aerial platform from which DEMA officials may perform "aerial work," as "crew members." "Aerial work" includes missions such as aerial reconnaissance of ground conditions (discussed in paragraph 7a, above), or operation of an airborne repeater. DEMA officials may be authorized to fly aboard CAP aircraft in accordance with CAP Regulation 60-1, *CAP Flight Management*, paragraph 2-6(j). DEMA officials performing aerial work or duty in the aircraft during flight are crewmembers and not "passengers" (14 C.F.R. §119.1(e)(4)).

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

(1) Human Organs, Tissues, and Medical Supplies. If AFRCC is unable to issue Air Force mission authorization under paragraphs 5b or c, above, CAP may still perform missions to transport organs, tissues, medical supplies at request of DEMA for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

(2) DEMA Officials/Other Non-CAP Passengers. CAP may transport DEMA officials and other non-CAP passengers approved in accordance with CAP Regulation 60-1, *CAP Flight Management*, paragraph 2-6.

8. Command, Control, Coordination and Cooperation:

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

b. Both Delaware Wing and DEMA agree to maintain continual and effective communication and coordination among themselves, the Delaware Adjutant General's Air Force Emergency Preparedness Liaison Officer ("EPLO"), and, when performing AFAMs, the CAP-USAF SD. This coordination should facilitate the training necessary for effective CAP participation with Delaware emergency service personnel in DR missions.

9. Reimbursement. Reimbursement to Delaware Wing for missions will be as follows:

a. Reimbursement for Air Force Missions: Missions assigned to CAP by the Air Force in accordance with paragraphs 5a-d will be reimbursed with Federal appropriated funds in accordance with established procedures. Unless agreed in writing, Homeland Security missions assigned under paragraph 5e will be reimbursed by DEMA as discussed in paragraph 9b, below.

b. Reimbursement for Corporate Missions. When DEMA reimbursement is required by Delaware Wing for missions performed under paragraphs 5e and 6, such reimbursement shall be limited to the rates established in the current CAP Regulation 173-3, *Payment for Civil Air Patrol Support*, Attachment 1 (a copy of which is provided as Attachment C and incorporated herein by reference), or rates based on Delaware Wing's actual expenses in the preceding fiscal year, whichever are greater. The parties agree that Attachment C, as revised from time to time by CAP and approved by CAP-USAF and the FAA, or rates based on Delaware Wing's actual expenses in the preceding fiscal year, whichever are greater, will be the basis for determining reimbursement. (Updates to Attachment C will be available online—contact gc@cap.gov.) Additionally, aircraft and automobile fuel and oil will be reimbursed at actual cost.

c. Restrictions on Billing. Dual payment/compensation or double billing is prohibited and may not be requested or accepted. For example, if Delaware Wing receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), Delaware Wing may not seek or accept

reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. another federal agency).

10. Liabilities: Insurance, Workers Compensation & Related Matters. State protections afforded CAP and its members, such as workers compensation and/or liability protection, if any, are set forth in Attachment D. CAP third party liability and personal injury coverage available to the corporation and its members are generally outlined in CAP Regulation 900-5, *The CAP Insurance/Benefits Program.*

a. Performance of Air Force Assigned Missions. CAP "shall be deemed to be an instrumentality of the United States with respect to any act or omission of the Civil Air Patrol, including any member" in carrying out a noncombat mission assigned by the Air Force (10 U.S.C. §9442(b)(2)). When performing an AFAM, CAP and members are afforded protections under the Federal Tort Claim Act ("FTCA") (10 U.S.C. 9442(b)(2); 28 U.S.C. 2671 *et. seq.*) and Federal Employees Compensation Act ("FECA") (5 U.S.C. 8151). All claims for personal injury, damage, and/or death arising from an AFAM are subject to administrative claims procedures set forth in applicable federal statutes and regulations. CAP is not deemed an instrumentality of the United States for any missions that are not Air Force-assigned.

b. Performance of Corporate Missions. CAP and its members are not deemed to be instrumentalities of the United States while performing corporate missions. Therefore, FTCA and FECA do not apply. During these missions, CAP and its members are protected by liability insurance policies as well as member benefits described in CAP Regulation 900-5, *The CAP Insurance/Benefits Program,* and CAP Regulation 112-10, *Indemnification.*

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

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

b. Term. This MOU is an interim agreement between the parties, which shall be effective for a period of five years from its effective date. The parties acknowledge this MOU may be amended based on issuance of further policy and guidance concerning mission support to civil authorities, especially with regard to HLS missions and funding.

c. Amendment. This MOU embodies the entire terms and understanding of the parties, and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties. The following agreements are currently in place between the State of Delaware and Delaware Wing, and are not superseded by this agreement:

i. Letter of Agreement with DEMA re: Radiological Emergency Preparedness
ii.Memorandum of Understanding with DelDOT

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

National Headquarters, Civil Air Patrol
Attention: DO
105 So. Hansell Street
Maxwell AFB, AL 36112

IN WITNESS WHEREOF, this MOU has been executed by the parties herein:

Delaware Wing,
Civil Air Patrol

by _____ **Date:** 25 JAN 2005
RUSSELL M. OPLAND, Colonel, CAP
Commander

State of Delaware,
Delaware Emergency Management Agency

by _____ **Date:** 1/25/05
JAMES E. TURNER III
Executive Director

Attorney General State of Delaware

by _____ **Date:** 01-18-05
PATRICIA D. MURPHY
Deputy Attorney General

LETTER OF AGREEMENT

BETWEEN

CIVIL AIR PATROL

DELAWARE CHAPTER
THE AMERICAN RED CROSS

DEPARTMENT OF ADMINISTRATIVE SERVICE
Division of Purchasing

AND

SALVATION ARMY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

25 JAN 05

Col. Russell M. Opland Date
Delaware Wing Commander
Civil Air Patrol

1/13/05

James E. Turner, III Date
Director
DE Emergency Management Agency

LETTER OF AGREEMENT

BETWEEN

DELAWARE CIVIL AIR PATROL

AND

STATE OF DELAWARE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
DELEWARE EMERGENCY MANAGEMENT AGENGY

The Delaware Civil Air Patrol (CAP) agrees to support activation of the Delaware Radiological Emergency Plan (REP) with the following in the event of a radiological emergency at a nuclear power facility affecting Delaware:

1. Support accident assessment by providing back-up transportation of samples and personnel from New Castle County Airport to Teledyne Laboratory or other designated laboratories, as requested.

2. Ensure 24-hour staffing capability for a protracted period.

3. Support fire control and rescue operations by providing transportation rescue services, as required.

4. Maintain emergency worker's radiation exposure records.

5. Maintenance and updating the REP sections that apply to the CAP.

6. Participate in a REP drill at least biannually.

7. CAP agrees that the State of Delaware shall have use of the CAP Headquarters Building located at the New Castle County Airport lower level during times of radiological emergency.

The State of Delaware, Department of Safety and Homeland Security, Delaware Emergency Management Agency (DEMA) agrees to provide the following:

1. Notify CAP upon declaration of an Alert, Site Area and General Emergency at a nuclear power facility affecting Delaware.

2. Incorporate, as appropriate, and distribute REP changes.

3. Provide training for the radiological monitors and appropriate radiological detection and self-protection equipment as specified in the REP.

This agreement supersedes and voids all previous agreements between Delaware Civil Air Patrol and Delaware Emergency Management Agency regarding response to a radiological incident at a nuclear power facility affecting Delaware.

This agreement shall be effective upon signature of both parties. Either party may cancel this agreement or request a modification upon ninety (90) days written notice.

Russell M. Opland, Colonel
Delaware Wing Commander
Civil Air Patrol

25 JAN 2005
Date

James E. Turner, III
Director
Delaware Emergency Management Agency

1/25/05
Date

LETTER OF AGREEMENT

BETWEEN

THE AMERICAN RED CROSS

SALVATION ARMY

CIVIL AIR PATROL

DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Purchasing

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

Marguerite Prueitt 3/1/05
Marguerite Prueitt Date
~~Executive Director~~ Chief Exec. Officer
The American Red Cross of the ~~Delaware Chapter~~ Delmarva Peninsula

James E. Turner, III 1/13/05
James E. Turner, III Date
Director
DE Emergency Management Agency

LETTER OF AGREEMENT

BETWEEN

THE AMERICAN RED CROSS

AND

STATE OF DELAWARE
DELAWARE EMERGENCY MANAGEMENT AGENCY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

Marguerite H. Prueitt 3/2/05
Marguerite H. Prueitt Date
~~Executive Director~~ Chief Exec Officer
The American Red Cross of
~~Delaware Chapter~~ the Delmarva Peninsula

James E. Turner, III Date
Director
DE Emergency Management Agency

LETTER OF AGREEMENT

BETWEEN

SALVATION ARMY

DELAWARE CHAPTER
THE AMERICAN RED CROSS

CIVIL AIR PATROL

AND

STATE OF DELAWARE
DELAWARE EMERGENCY MANAGEMENT AGENCY

Our agency has reviewed the Memorandum of Understanding contained in the Agreements Section of the State of Delaware Radiological Emergency Plan.

We concur that the MOU is still effective and that our agency shall adhere to the principles set forth in the MOU.

1/20/05

Major Philip E. DeMichael Date
Regional Coordinator
Salvation Army

1/14/05

James E. Turner, III Date
Director
DE Emergency Management Agency

LETTER OF AGREEMENT

BETWEEN

SALVATION ARMY
DELAWARE CHAPTER

AND

STATE OF DELAWARE
DIVISION OF EMERGENCY PLANNING AND OPERATIONS

The DELAWARE CHAPTER OF THE SALVATION ARMY (SA) agrees to support activation of the Delaware Radiological Emergency Plan (REP) with the following in the event of a radiological emergency at a nuclear power facility affecting Delaware:

1. Emergency assistance as per agreements between the Salvation Army and; American Nation Red Cross, Civil Air Patrol, Federal Disaster Assistance Administration.

2. In addition and if not already specified in the above agreements, the Salvation Army will:

   a. Send a SA Regional Coordinator or alternate to the Delaware State EOC.

   b. Ensure 24-hour staffing capability and continuity of resources.

   c. Mobilize for providing changes of clothing on a mass basis within 10 hours of notification.

   d. Dispatch mobile canteen to feed emergency workers within 4 hours of notification.

   e. Be responsible for maintaining and updating the SA section of the REP.

   f. Provide clothing at Decontamination Centers as required by DEPO.

The Delaware Department of Public Safety, Division of Emergency Planning and Operations will provide the following:

1. Notify SA upon declaration of an Alert, Site Area and General Emergency at a nuclear power facility affecting Delaware.

2. Overall maintenance and updating of the REP.

MEMORANDUM OF UNDERSTANDING
Between the
Civil Air Patrol
And
The Salvation Army
Relating to
Participation in Disaster Assistance

A. PURPOSE: The purpose of this agreement is to define and establish procedures and practices for continued cooperation between The Salvation Army and the Civil Air Patrol in disaster and emergency situations.

B. RESPONSIBILITIES:

1. THE SALVATION ARMY: The Salvation Army, since its first charter on May 12, 1899 (amended July 14, 1982), has provided emergency services to individuals and groups in time of emergencies and disasters of every description. The service has received public recognition. The Congress of the United States of America enacted the Disaster Relief Act of 1970, which was amended by the Disaster Relief Act of 1974. The Salvation Army, in Public Law 93 - 288 is recognized as a participating agency in the dissemination of disaster relief. The Salvation Army in the United States is a part of the international Salvation Army that responds to disasters in all parts of the world.

2. CIVIL AIR PATROL: By Act of Incorporation, Section 40301 - 40307, Title 36 United States Code, the Civil Air Patrol (CAP) is chartered to:

a. Provide an organization to encourage and aid citizens of the United States in contributing their efforts, services and resources in developing aviation and in maintaining air supremacy.

b. Provide an organization to encourage and develop, by example, the voluntary contribution of private citizens to the public welfare.

c. Provide aviation education and training, especially to its senior and cadet members.

d. Encourage and foster civil aviation in local communities.

e. Provide an organization of private citizens with adequate facilities to assist in meeting local and national emerg encies.

f. Assist the Department of the Air Force in fulfilling its non-combat programs and missions.

C. MISSION LIMITATIONS: Activities conducted pursuant to this agreement are limited as follows:

1. CAP members providing assistance to The Salvation Army must comply with CAP directives.

2. CAP support is provided only "if available" as determined by the Wing Commander. Air Force directed missions have priority over missions conducted in support of The Salvation Army pursuant to this MOU.

3. Salvation Army representatives have authorized passenger status aboard CAP aircraft pursuant to all official, approved Salvation Army disaster relief missions and/or Salvation Army supported CAP missions, but only upon the approval of the Salvation Army Divisional Commander or designated representative and the CAP Wing Commander or designated representative. Salvation Army representatives must complete a CAP Form 9, *Release (For Non CAP Members)*, prior to flight.

4. Any party to this MOU may suspend or terminate CAP missions conducted pursuant to it at any time and for any reason to include, but not limited to, unsafe operating conditions.

D. MISSION DEFINITIONS:

1. A disaster is an occurrence such as hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, blizzard, pestilence, famine, fire, explosion, volcanic eruption, building collapse, commercial transportation wreck/spill, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

2. AIR FORCE REIMBURSED MISSION ACTIVITIES: In order to satisfy its noncombatant responsibilities for assisting in national and local emergencies, the Air Force, through the Air Force National Security Emergency Preparedness Office (AFNSEP) may use CAP to assist in disaster response. Whenever CAP is supporting the Air Force during a disaster, assistance to The Salvation Army may be directed by the controlling agency as a part of the mission. In this event, while on an Air Force assigned reimbursed mission, the USAF in accordance with current Air Force and CAP directives will make reimbursement to CAP. The Salvation Army will make no repayment.

3. SALVATION ARMY REIMBURSED MISSION ACTIVITY: The disaster may not warrant Air Force assigned reimbursed mission authorization to CAP. In such instances, Civil Air Patrol Wing Commanders are authorized to provide emergency services to any representative of the Salvation Army duly authorized by the Divisional Commander, who makes application and agrees to reimburse for this service.

4. All CAP missions authorized in accordance with and performed under this MOU are Air Force assigned missions, whether reimbursed by the Air Force or by the Salvation Army. Air Force assigned mission status provides Federal Tort Claims Act (FTCA) coverage for all participating CAP members and Federal Employees Compensation Act (FECA) Coverage for all participating CAP members 18 years of age and older.

E. MISSION COOPERATION:

1. CAP SUPPORT TO THE SALVATION ARMY: CAP may furnish emergency transportation by air of such medical supplies, materials and Salvation Army representatives as may be necessary in carrying on official Salvation Army work. In addition to air transportation, CAP assistance may include:

a. Communications in the form of both equipment and personnel to support Salvation Army relief operations.

b. Ground transportation in the form of vehicles and drivers to be used in support of Salvation Army relief operations.

c. Personnel to provide support staffs in Salvation Army shelters, feeding units, supply operations and other disaster related operations.

d. The Salvation Army will provide any necessary briefing, training and operational supervision in cooperation with local CAP unit commanders or their designees.

2. SALVATION ARMY SUPPORT TO CAP: When CAP is engaged in search and rescue or disaster operations in remote or devastated areas, or in CAP training operations, the CAP Incident Commander may request Salvation Army support in the following areas:

a. Feeding of CAP members engaged in such operations.

b. Use of Salvation Army disaster vehicles where needed and available.

c. Assistance with counseling, guidance and religious services as needed, within the capabilities of both organizations.

d. Other assistance to support Civil Air Patrol actions where emergency disaster occurs, within the limits of both organizations

F. SALVATION ARMY REIMBURSEMENT TO CAP:

1. When an Air Force reimbursed mission is not authorized for CAP, The Salvation Army unit utilizing CAP services will reimburse CAP or its members for certain costs as allowed in CAPR 173-3 when expended on missions carried out on request of a duly authorized representative of The Salvation Army.

2. CAPR 173-3 reflects USAF approved reimbursements. The aircraft hourly reimbursement schedule is attached and incorporated by reference into this agreement. This schedule is reviewed annually and may be changed from time to time. CAP will furnish The Salvation Army National Headquarters a copy of any change, to become effective upon receipt by The Salvation Army.

AIRCRAFT FLYING HOUR MINOR MAINTENANCE PAYMENT RATES
EFFECTIVE 3 MAY 2002

Type 1	Type 2	Type 3	Type 4	Type 5
$22.00	$30.00	$32.00	$42.00	$47.00
<130HP	**130-199 HP**	**200-249 HP**	**250-299 HP**	**300 HP or >**
C150 C152	C172-150 C172-160/180/195 C177-180 Beech BE-23 Husky Maule M-4/5/6/7-180 Mooney M20-180 Piper PA-28-140/150 Piper PA-28-160/180 /181 Piper Arrow-180	C172RG C172XP C177RG C177-200 C182 Beech BE-33-225 Maule M-4-200 Maule MT-7-235 Mooney M20-201 Mooney 231/252TSE -210 Piper Arrow-200/201 /201T Piper PA-28-235	C182RG T182 C182-230 C182-265 U206-285 C210-285 Beech A36-285 Beech BE 33/35-285 Piper PA-32-260	T182RG U206-300 T206 C210-300/310 DH2 Beaver Piper PA-32-300/301T Piper PA-32R-300 /301T Piper PA-32-300

Notes:

1. Reimbursement rates have been established to encourage the use of economical, mission capable aircraft.
2. Use of member-furnished single-engine aircraft shall be approved in advance by the Wing/Region Commander or Director of Operations (Wing Counterdrug Officers/Region Counterdrug Directors and Wing/Region Directors of Emergency Services can be delegated this approval authority by the Wing/Region Commander).
3. Aircraft fuel, lubricants and de-icing payments are authorized for participation in Air Force assigned reimbursable missions and are in addition to the above rates (receipts required).
4. Corporate glider tow aircraft are reimbursed at the appropriate rate for their type classification. Reimbursement for non-corporate glider tows participating in the Cadet Programs Glider Flight Orientation Program will be based on the actual cost of the tow (receipts required).
5. Glider Flight Reimbursement will be on an actual cost basis until sufficient data is collected to determine an appropriate and accurate reimbursement rate. Submit receipts for all expenses incurred by each glider to NHQ CAP/LGM for payment or reimbursement. Major maintenance actions require a control number from NHQ CAP/LGM **prior** to repairs being accomplished. Major maintenance actions include: fabric replacement, glider repainting, interior work and avionics replacement. Submit receipts for these actions when repairs are completed. Submit all other maintenance expenses monthly. **ORIGINAL RECEIPTS ARE REQUIRED FOR ALL PAYMENTS/REIMBURSEMENTS.** Tail number accounting principles must be followed for gliders just as they are for powered aircraft.
6. These rates apply to corporate-owned aircraft. Member-furnished single-engine aircraft add $10 per hour for normally aspirated engines and $17 per hour for turbocharged engines.
7. Alaska, Hawaii, and Puerto Rico will increase these aircraft rates by 15% to offset the higher cost of living in these areas.
8. To properly figure the reimbursement authorized, multiply the total number of hours flown times the rate allowed for the appropriate aircraft type classification to determine the amount reimbursed for aircraft minor maintenance. Add to the aircraft minor maintenance reimbursement, the total for actual fuel, lubricants and de-icing expenses. The sum of these amounts will then be multiplied by 15% (for CD missions only) to determine the administration, operation and equipment fee reimbursement. Add the sum of the aircraft minor maintenance reimbursement plus actual fuel and oil expenses to the administrative fee reimbursement (if applicable) to determine the "total" reimbursement. If a single-engine aircraft is not listed in any of the categories, determine the "Type" from the table above by the aircraft's horsepower (HP) or contact NHQ CAP/LGM at (334) 953-6032.
9. The use of all twin engine aircraft, for any mission, requires prior approval from the wing/region and NHQ CAP/DO. Wing/Region Commanders (Region Counterdrug Directors for counterdrug missions) should send approved requests well in advance to doadmin@capnhq.gov. Once approval has been obtained from NHQ CAP/DO, the NHQ staff will determine the reimbursement rate and notify the wing/region in writing.

3. Salvation Army representatives requesting such reimbursable services from the Civil Air Patrol will have prior approval from their Divisional Headquarters before initiating such a request.

4. The requesting Salvation Army representative will keep a complete log of Civil Air Patrol's participation and will attach it to the Civil Air Patrol final request for reimbursement sent to The Salvation Army unit initiating such action.

5. Not more than forty-five days following the closing date of the mission, the Civil Air Patrol will present to The Salvation Army unit representative a completed CAP Form 108 certifying reimbursement costs, to be paid by The Salvation Army unit utilizing the services.

6. Salvation Army representatives requesting or using CAP aircraft service without Air Force mission authorization will forward to The Salvation Army a report for each aircraft engaged in service. The report will include the following information:

a. A brief statement covering the need for this service.

b. The type of aircraft and its registration number.

c. The date of utilization.

d. The total hours flown by each aircraft.

G. EFFECTIVE DATE: This agreement shall be effective from the date it has been executed by representatives of all parties and supersedes all previous agreements between the parties. The term of this agreement is five (5) years from its effective date. This MOU will be automatically renewed for an additional 5 year period at the end of each term, absent objection by any party. Any party may terminate this agreement upon written notice to the other party. The provisions of this agreement may be amended at any time upon mutual agreement of the parties.

5/17/02
John A. Busby Date
Commissioner
National Commander
The Salvation Army

17 May 02
Richard L. Bowling Date
Brigadier General, CAP
National Commander, Civil Air Patrol

17 MAY 02
Albert A. Allenback Date
Colonel, USAF
Commander, CAP-USAF

17 May 02
J. Scott Hamilton Date
Colonel, CAP
Acting Executive Director

STATEMENT OF UNDERSTANDING
BETWEEN
THE DELAWARE CHAPTER OF THE AMERICAN RED CROSS
AND
THE STATE OF DELAWARE, DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING
FOR USE OF USDA DONATED FOODS IN DISASTER

GENERAL:

In the event of a major disaster or emergency and declared as such by appropriate State Officials, USDA Donated Food is to be made available for mass emergency feeding of disaster victims and workers through the American Red Cross which is the official agency charged with the care of disaster victims in Delaware.

Immediately upon being alerted to an existing disaster situation in the State of Delaware, the Division of Purchasing's Disaster Coordinator will contact the Regional Office of U.S. Department of Agriculture's Food and Nutrition Service to report on the magnitude of the emergency. Should circumstances warrant, the Department will attempt to make immediate arrangements to provide, through their national food network, the variety and quantities of commodities necessary to assure that disaster victims receive an essential supply of food for the duration of such an emergency.

USDA donated food will not be distributed to individuals except when the Secretary of Agriculture determines that the commercial channels of trade have been disrupted because of the emergency situation.

The Division of Purchasing is responsible for the distribution of donated food to the Delaware Chapter of the American Red Cross. Telephone numbers of personnel are in APPENDIX A.

Food is stored in the State warehouse on the grounds of the Governor Bacon Health Center, Delaware City. In addition, government food is located at 137 schools and 43 institutions throughout Delaware.

Donated food commodities may be released to the American Red Cross. The USDA should replace any donated foods used for disaster relief purposes with foods in kind, or of equal value.

Transportation needed to move the food to the disaster area may be available from the Division of Purchasing, the State Highway Department, or the National Guard.

Procedures for obtaining USDA Donated Foods for Red Cross Use in Mass Feeding:

A. In those disasters in which time is available for picking up food commodities at the State warehouse.

1. Phone the Disaster Coordinator, Division of Purchasing. If the Coordinator is unavailable, call the Director or Assistant Director. Telephone numbers are shown in Appendix A. Give the appropriate Agency personnel a synopsis of the disaster situation and the estimated amounts and kinds of food required for mass feeding.

2. Division of Purchasing officials will arrange for Agency personnel to open the warehouse to release the food when the means of transportation have been determined. Agency personnel and trucks will transport food unless other arrangements have been agreed upon by the Division of Purchasing and the Red Cross.

3. Proper receipts will be prepared by the Division of Purchasing which the Red Cross agent will sign when food arrives at its destination.

4. If other than Division of Purchasing personnel transport the fo a Red Cross Designee must sign a receipt before trucks leave the State or commercial warehouse.

B. In those disasters in which food commodities are urgently needed and pick-up at the State warehouse is not feasible:

1. Red Cross will designate a site, or sites, in the disaster area(s) which will be used for mass feeding and arrange with the necessary officials for use of these sites.

2. The Red Cross will contact the Division of Purchasing Disaster coordinator who will determine the closest available donated food storage site (school or institution). The Disaster Coordinator will then contact the Food Service official responsible for that site and determine what foods are currently in inventory. If a Food Service official cannot be reached, the Disaster Coordinator will provide the Red Cross with information concerning the types of USDA food that should be available at any given site. Access to the schools would be between the Red Cross and appropriate school personnel.

3. Any school or institution issuing food to a Red Cross agent may require that agent to sign a receipt listing all foods an quantities being issued.

C. Return of Unused Foods:

1. If a large amount of food is to be returned to the State Warehouse, the Red Cross agent will make arrangements with the Division of Purchasing for that Agency's personnel to pick it up at the disaster feeding site.

2. If only a small amount of food is to be returned, the Division of Purchasing will instruct the Red Cross to turn the food over to a school near the disaster feeding site.

3. If the food to be returned had originally been obtained from a school or institution, the Red Cross agent should contact the Food Service official responsible for that facility and make arrangements with them for the return of the food.

4. In all cases, the Red Cross should obtain and file a receipt for the returned food.

D. Procedures for Reporting on USDA Donated Foods.

1. The Red Cross Chapter must, after mass feeding is completed prepare a letter on Red Cross letterhead, for dispatch to the Division of Purchasing. This letter must contain all information necessary for that Agency to report commodities distributed for disaster relief (see Appendix B). In addition, a certificate should be included in the letter to the effect that all foods were used in accordance with existing regulations and were used for mass feeding.

2. Any school or institution which issued food to a Red Cross Chapter for emergency feeding must file a report, with the Division of Purchasing, detailing foods and quantities issued.

3. After all reports are filed with the Division of Purchasing, the Agency must file Form FNS-292 with the USDA. Replacement food must then be requisitioned through USDA for subsequent reimbursement to participating schools and/or institutions.

AS AGREED TO BY REPRESENTATIVES OF BOTH OF THE AGENCIES STATED HEREIN:

Chapter Chairman
Delaware Chapter
American Red Cross

5/24/90
Date

Richard C. Cathcart
Director
Division of Purchasing
State of Delaware

6/21/90
Date