

## Nevada Emergency Management Assistance Compact (NEMAC)

As developed by the Nevada Division of Emergency Management (NDEM) of the State of Nevada Department of Public Safety and the National Emergency Management Association (NEMA)

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# **General Provisions Module**

## **Article I - Introduction**

The system shall provide for mutual assistance among the participating political subdivisions and other governmental entities in the prevention of, response to and recovery from, any disaster that results in a formal state of emergency in a participating political subdivision, subject to that participating political subdivision's criteria for declaration. The system shall provide for mutual cooperation among the participating subdivisions in conducting disaster related exercises, testing or other training activities outside actual declared emergency periods. This legislation provides no immunity, rights or privileges for any individual responding to a state emergency that is not requested and/or authorized to respond by a participating political subdivision. To the fullest extent possible, participating political subdivisions will be ensured eligibility for state and federal disaster funding.

All political subdivisions within the state are, upon enactment of this compact or the execution of an agreement, automatically a part of the statewide mutual aid system. A political subdivision within the state may elect not to participate or to later withdraw from the system upon enacting an appropriate resolution by its governing body declaring that it elects not to participate in the statewide mutual aid system; and providing a copy of the resolution to the state emergency management agency (NDEM). This legislation does not preclude participating political subdivisions from entering into supplemental agreements with other political subdivisions and does not affect any other agreement to which a political subdivision may currently be a party, or decide to be a party.

## **Article II – Definitions**

“Emergency responder” means anyone with special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in any applicable law or ordinance or authorized drill or exercises, and who is requested and/or authorized to respond. Under this definition, an emergency responder may or may not be required to possess a license, certificate, permit or other official recognition of their expertise in a particular field or area of knowledge. An emergency responder could include, but is in no way limited to, the following: Law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

“Political Subdivision”, means any county, incorporated city and town, unincorporated towns, and governmental entity to which this company may apply.

Unless otherwise defined in this compact, all other words or terms used in this compact have the meanings ascribed to them in NRS 414.031 to 414.038, inclusive.

## Article III – Responsibilities of Political Subdivisions

Each participating political subdivision has the following responsibilities under this compact, subject to the provisions and limitations of this compact:

1. On an as-needed basis, provide aid and assistance to participating political subdivisions as requested
2. Identify potential obstacles that could affect the adoption and usage of an identification system common to all participating jurisdictions.
3. Conduct joint planning, intelligence sharing and threat assessment development with contiguous participating political subdivisions, and, also conduct joint training at least biennially.
4. Identify and inventory the current services, equipment, supplies, personnel and other resources relating to planning, prevention, mitigation, response and recovery activities of the participating political subdivision.
5. Adopt and put into practice the standardized National Incident Management System (NIMS) approved by NDEM and adopted into the State Comprehensive Emergency Management Plan.

## Article IV – Implementation

A participating political subdivision may request assistance of any other participating political subdivision in preventing, responding to, mitigating, and recovering from emergencies or disasters that result in locally-declared emergencies or in concert with authorized drills or exercises as allowed under this compact. Requests for assistance shall be made through the chief executive officer of a participating political subdivision or a designee. Requests may either be verbal or in writing and are not required to go directly to the state emergency management agency (NDEM) but in all cases will be reported to the agency as soon as is practicable. Verbal requests will be followed up with a written request as soon as is practicable or such number of days as the State in its discretion may dictate.

## Article V – Limitations

A participating political subdivision's obligation to provide assistance in the prevention of, response to and recovery from a locally-declared emergency or in authorized drills or exercises is subject to the following conditions.

1. A participating political subdivision requesting assistance must have either declared a state of emergency in the manner outlined in Article I or authorized drills and exercises.
2. A responding participating political subdivision may withhold resources to the extent necessary to provide reasonable protection and services for its own jurisdiction.
3. Emergency response personnel of a responding participating political subdivision shall continue under the command and control of their responding jurisdiction to

include medical protocols, standard operations procedures and other protocols. On an operational basis, however, response personnel shall be under the control of the appropriate officials within the incident management system of the participating political subdivision receiving the assistance.

4. Assets and equipment of a responding participating political subdivision shall continue under the control of their responding jurisdiction, but shall be under the operational control of the appropriate officials within the incident management system of the participating political subdivision receiving the assistance.

## Article VI – License, Certificate and Permit Portability

If a person or entity holds a license, certificate or other permit issued by a participating political subdivision or the state evidencing qualification in a professional, mechanical or other skill and the assistance of that person or entity is requested by a participating political subdivision, the person or entity shall be deemed to be licensed, certified or permitted in the political subdivision requesting assistance for the duration of the declared emergency or authorized drills or exercises and subject to any limitations and conditions the executive of the participating political subdivision receiving the assistance may prescribe by executive order or otherwise.

## Article VII – Reimbursement, Disputes Regarding Reimbursement

Any requesting political subdivision shall reimburse the participating political subdivision rendering aid under this system. A participating political subdivision providing assistance may determine to donate assets of any kind to a receiving participating political subdivision. Such requests for reimbursement shall be in accordance with procedures developed by the State Intrastate Mutual Aid Committee which shall be established by all participating political subdivisions as parties to this compact

Should a dispute arise between parties to the system regarding reimbursement, involved parties will make every effort to resolve any dispute within 30 days of written notice of the dispute by the party asserting non-compliance. In the event that the dispute is not resolved within 90 days of the notice of the claim, either party may request the dispute to be solved through arbitration. Any arbitration under this provision shall be conducted under the commercial arbitration rules of the American Arbitration Association.

## Article VIII – Development of Guidelines and Procedures

The State Intrastate Mutual Aid Committee shall develop comprehensive guidelines and procedures that address, including but not limited to, the following: projected or anticipated costs, checklists for requesting and providing assistance, record keeping for all participating political subdivisions, reimbursement procedures and other necessary implementation elements along with the necessary forms for requests and other records documenting deployment and the return of assets.

## Article IX – Workers’ Compensation

Personnel of a participating political subdivision responding to or rendering assistance for a request who sustain injuries or death in the course of, and arising out of, their employment are entitled to all applicable benefits normally available to personnel while performing their duties for their employer. Emergency responders shall receive any additional state and federal benefits that may be available to them for line-of-duty deaths.

## Article X – Immunity

All activities performed under this compact are deemed hereby to be governmental functions. For the purposes of liability, all persons responding under the operational control of the requesting political subdivision are deemed to be employees of the requesting political subdivision. Neither the participating political subdivisions nor their employees, except in the cases of willful misconduct, gross negligence or bad faith shall be liable for the death of or injury to persons, or for damage to property when complying or attempting to comply with this statewide mutual aid system, and to the extent allowed by law under Chapter 414 of the Nevada Revised Statutes.

## Article XI – Severability

Should a court of competent jurisdiction rule any portion, section or subsection of this compact invalid or a nullity, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

# **Operational Module**

## **SECTION 1 - DEFINITIONS**

1. “ASSISTING PARTY” – the member political subdivision furnishing personnel, equipment, materials, and other forms of assistance, or any combination of assistance.
2. “AUTHORIZED REPRESENTATIVE” – an officer or employee of a member political subdivision authorized by that entity to request, offer, or provide assistance under the terms of this Resolution.
3. “DISASTER” – As defined in NRS 414.0335
4. “DISASTER, RESPONSE AND RECOVERY GUIDE FOR LOCAL GOVERNMENTS” – Guidance document promulgated by the NDEM to assist member political subdivisions with intrastate mutual aid activities, to provide procedures and minimum standards for participation, and to provide for compliance with state and federal reimbursement requirements.
5. “EMERGENCY” -- As defined in NRS 414.0345.
6. “MEMBER POLITICAL SUBDIVISION” – Any county, incorporated city or town, unincorporated towns and other political entities to which this compact may

apply, upon approval of this resolution by the governing body, becomes a member of NEMAC, authorizing Intrastate Mutual Aid pursuant to Chapter 414 of the Nevada Revised Statutes.

7. "MUTUAL ASSISTANCE AGREEMENT" -- a contract between two member political subdivisions entered into at the time of emergency in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in the agreement.
8. "NEMAC COORDINATOR" – NDEM will function as the coordinator of this compact and will assist, upon request, with transactions between the Assisting Party(ies) and the Requesting Party(ies) and act as a central repository for compact-related documents.
9. "NDEM"- the Nevada Division of Emergency Management within the State of Nevada Department of Public Safety.
10. "REQUESTING PARTY" – the member political subdivision requesting aid in the event of an emergency or disaster and participating in the NEMAC pursuant to the terms and conditions of this resolution.
11. "STATE EOC" – The State of Nevada Emergency Operations Center from which assistance to state agencies and/or political subdivisions is coordinated when local emergency response and recovery resources require supplementation. The NDEM operates this facility.

## **SECTION II – PROCEDURES FOR PROVISION OF EMERGENCY MANAGEMENT ASSISTANCE**

***NOTE: NO MEMBER POLITICAL SUBDIVISION SHALL BE REQUIRED TO PROVIDE ASSISTANCE UNLESS IT DETERMINES THAT IT HAS SUFFICIENT RESOURCES TO DO SO.***

**SUPERVISION AND CONTROL:** When providing assistance under the terms of this compact, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, which shall advise supervisory personnel of the Assisting Party concerning assignments.

The Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case the Assisting Party shall provide as much notice as possible.

**FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the

greatest extent possible, self-sufficient while working in the emergency or disaster area. The requesting party may specify only self-sufficient personnel and resources in its request for assistance.

**COMMUNICATION:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communication with the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish equipment sufficient to maintain communication among their respective operating units.

**RIGHTS AND PRIVILEGES:** Whenever the officials, employees and volunteers of the Assisting Party are rendering assistance pursuant to the Resolution, such persons shall have the privileges and immunities as provided by Chapter 414 of the Nevada Revised Statutes.

**TERM OF DEPLOYMENT:** The initial duration of the request for assistance is normally seven days and may be extended, if necessary, in seven day increments. However, the duration may be shorter or longer as reflected in the Mutual Assistance Agreement.

**SUMMARY REPORT:** Within ten days of the termination of any NEMAC assistance pursuant to this compact the Requesting Party will prepare an After-Action Report (AAR) of the Incident, and provide copies to each Assisting Party and to the NEMAC coordinator. The AAR will include an Incident Status Summary, (ICS form 209), lessons learned and recommendations for improving the program.

### **SECTION III – REIMBURSEMENT UNDER NEMAC**

The Requesting Party will reimburse the Assisting Party for deployment-related costs as outlined in the Mutual Assistance Agreement between the parties. All such costs must be well-documented in order to be eligible for reimbursement. The Requesting Party may be eligible for reimbursement from the State of Nevada Emergency Assistance Account and/or the Disaster Relief Fund. Eligible emergencies or disasters may also qualify for reimbursement from the Federal Emergency Management Agency (FEMA) in accordance with the Stafford Act which provides disaster relief in the event of a presidential disaster declaration. Rapid and accurate collection and submission of documentation will expedite the reimbursement process for all parties.

If the Requesting Party anticipates that the emergency will require financial resources beyond the capability of the jurisdiction to reimburse; the party shall contact the NEMAC Coordinator and request a “MISSION NUMBER” prior to requesting mutual aid assistance and generating requests for assistance. This number will give assurance to the Assisting Parties that the emergency has been recognized by the Requesting Party and provides an identification element for the accounting of all related costs.

Within 10 days of termination of NEMAC assistance, each Assisting Party will provide notice to the Requesting Party of its intention whether or not it will seek reimbursement. Such notification should include a brief summary of the services provided, an estimated total amount to be requested (the Requesting Party will need for budgeting purposes), and an

official point-of-contact or finance representative who will be responsible for the request. The Requesting Party shall officially acknowledge receipt of each letter of notification once the NEMAC required documentation has been provided. The Requesting Party shall also provide the NEMAC Coordinator copies of all the above documentation.

The Assisting Party will then prepare and submit a request for reimbursement to the Requesting Party within 30 days of the termination of NEMAC assistance if the intent of the Assisting Party is to seek reimbursement. This request will consist of:

- A cover letter summarizing the assistance provided under NEMAC and officially requesting reimbursement for expenses incurred. The finance representative responsible for the request should be identified as the point-of-contact for ongoing questions.
- A copy of the official NEMAC Mutual Assistance Agreement form(s) with authorizing signatures.
- A single invoice listing resources provided with the total cost.
- Supporting documentation (copies of invoices, travel claims, etc.)

Substantive changes during the deployment to the terms and conditions in the original NEMAC Mutual Assistance Agreement form may require a supplemental request and agreement. A copy of the original NEMAC Mutual Assistance Agreement form, and any supplemental NEMAC Mutual Assistance Agreement forms with supplemental terms and conditions must be included in the Request for Reimbursement.

The NEMAC Coordinator, or a designee, shall keep a record of all deployment-related documentation, from the original NEMAC Mutual Assistance Agreement to the final payment from the Requesting Party. The coordinator should actively confer with the participating parties to encourage and facilitate proper reimbursement. Reminder notices in anticipation of key due date (such as the Notification to Seek Reimbursement form within 10 days and the Official Request for Reimbursement form within 30 days) should be provided as needed. An NDEM finance representative will be designated to monitor and provide guidance to participating parties concerning reimbursement as needed.

#### **SECTION IV – REIMBURSABLE EXPENSES**

The terms and conditions governing reimbursement for any assistance provided pursuant to this compact shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the Mutual Assistance Agreement.

1. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct payroll costs and expenses incurred during the period of assistance, unless agreed to otherwise by the parties in the Mutual Assistance Agreement.

2. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance. Each party shall maintain its own equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical.
3. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, bad faith, or willful misconduct of the Assisting Party's personnel. In the alternative, the Parties may agree that the Requesting Party will replace, with the kind and quality as determined by the Assisting Party, the materials and supplies used or damaged.
4. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with existing policies and practices. The Requesting Party and NDEM finance personnel shall provide information, directions, and assistance for record keeping to personnel of the Assisting Party. NDEM personnel will provide assistance to the Requesting Party in seeking federal and state reimbursement.
5. **PAYMENT:** Unless otherwise mutually agreed, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than thirty days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or state regulations. The Requesting Party shall pay the bill, or advise of any disputed items, not later than one hundred twenty days following receipt of the statement, unless otherwise agreed upon.
6. **WAIVER OF REIMBURSEMENT:** A member political subdivision may assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided and shall waive in writing any rights to reimbursement for the costs of the resources or items donated.

## **SECTION V – INSURANCE**

Each member political subdivision shall be responsible for its own actions and those of its employees and is responsible for complying with all applicable Nevada Revised Statutes and Nevada Administrative Code sections (Nevada State Regulations). NRS 414.110 extends immunity and exemption from liability for participation in emergency management activities except in the case of gross negligence, bad faith or willful misconduct.

- A. **WORKERS' COMPENSATION:** Each member political subdivision shall maintain workers' compensation insurance coverage for its employees.
- B. **AUTOMOBILE LIABILITY COVERAGE:** Each member political subdivision shall be responsible for complying with the Nevada Division of Motor Vehicle financial responsibility laws.

Provision for an off-set for any insurance proceeds applicable to the costs claimed by responding political subdivision reimbursement shall not duplicate any state or federal assistance available for the costs.

**SECTION VI – ROLE OF THE NEVADA DIVISION OF EMERGENCY MANAGEMENT**

NDEM shall, during normal operations, provide staff support to political subdivisions, officers and authorized agencies, serve as the central repository for agreement, resolution, codes, ordinances and executive order, maintain a current listing of member political subdivisions, and provide a copy of this listing to each emergency manager quarterly. The State Emergency Operations Center (SEOC) shall, during emergency operations, (1) keep a record of all requests for assistance and incident agreements, (2) report to federal and state agencies and state political subdivisions upon request on the status of ongoing emergency or disaster-related mutual aid as appropriate, and assist participants in meeting all procedural and other requirements, including those pertaining to federal and state cost reimbursement.

**SECTION VII– SEVERABILITY AND THE EFFECT ON OTHER AGREEMENTS**

Should any portion, section or subsection of this compact be held invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection. The remaining section, subsections and portions of the compact shall remain in full force and effect without regard to the section, portion or subsection declared invalid. In the event that any parties to this compact have entered into other mutual aid agreement(s), those parties agree that all other mutual aid agreements will remain in effect. In the event that two or more member political subdivisions have not entered into any other mutual aid agreements outside this Resolution, and the parties wish to engage in mutual aid, the terms and conditions of this Resolution shall apply between those parties.

WHEREAS, Chapter 414 of the Nevada Revised Statutes (NRS) authorized the State and its political subdivision to provide emergency aid and assistance in the event of an emergency or disaster; and

WHEREAS, the statute also authorizes the Nevada Division of Emergency Management (NDEM) to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for the use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this compact authorizes the request, provision, and receipt of mutual aid from other jurisdictions in accordance with Nevada Revised Statutes Chapter 414;

NOW, THEREFORE, \_\_\_\_\_ (governing body) hereby adopts this compact as the official intrastate mutual aid mechanism for this, \_\_\_\_\_ (name of county) county and further resolves that the \_\_\_\_\_ (political subdivision) shall have the authority to participate in this mutual aid compact as outlined herein with all other political subdivisions of the State of Nevada that also adopt this compact.