

**Sample
Agreement
between
State and Local,
Non-Governmental
or Tribal
Organizations**

SAMPLE AGREEMENT BETWEEN STATE AND LOCAL, NON-GOVERNMENTAL OR TRIBAL ORGANIZATIONS

Introduction

Since 2011, the federal government has encouraged the use of private sector resources and non-governmental organizations during disaster response and recovery efforts. These resources range from infrastructure systems engineers to finance specialists to medical equipment and medical technicians. These vast, but seldom used resources, are available for a multitude of disaster management activities.

The National Emergency Management Association (NEMA), in 2013, commissioned a nationwide study of policies and procedures for the deployment and reception of private sector or non-governmental resources through the Emergency Management Assistance Compact (EMAC). It was identified that few states had utilized non-state owned resources not because they had not considered the possibilities but because they lacked the legal means to do so.

Often missing is the mechanism by which a state can activate non-state resources including private sector and non-governmental resources to fill requests for assistance through EMAC. The State of Minnesota has one of the most comprehensive programs and processes in place for EMAC deployments. It recognized that local and private sector entities holds the majority of deployable assets for the state. According to their 2013 NEMA-EMAC survey responses, Minnesota has deployed private sector resources to assist in the North Dakota Floods (2009), Hurricane Irene (2011) and Hurricane Sandy (2012). To facilitate the deployment of private sector personnel and equipment, the state implemented the requirement that non-state and private sector personnel being dispatched through the EMAC system to an out of state assignment must complete an "Intergovernmental Agreement / Non-Governmental Organization Agreement". Under this agreement, personnel remain the responsibility of their employer (county, local, Non-Governmental Organization, or private sector) for pay, workers compensation, benefits and deployment logistics. As a designee and an "agent of the requesting state," personnel are covered under the requesting state for tort liability and immunity purposes, and are not liable on account of any act in good faith while so engaged in connection therewith to the mission. It must also be noted that "good faith" in this context does not include willful misconduct, gross negligence, or recklessness.

Based on the agreement utilized by the State of Minnesota the below agreement is such an instrument that can be employed to specify the financial and legal responsibilities of each party.

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**INTERGOVERNMENTAL AGREEMENT (IGA)
NON-GOVERNMENTAL ORGANIZATION AGREEMENT (NGOA)
TRIBAL AGREEMENT (TA)**

Between

[INSERT STATE EMERGENCY MANAGEMENT
DEPT NAME]
[INSERT ADDRESS]

Contact person: _____

Phone: _____

Email: _____

And

County/City

Organization or Provider

Contact person: _____

Phone: _____

Email: _____

INTRODUCTION:

The [INSERT STATE EMERGENCY MANAGEMENT DEPT NAME], pursuant to [INSERT STATE] Statutes, [INSERT STATUTE SPECIFIC INFORMATION], the "Interstate Emergency Management Assistance Compact " (EMAC), coordinates emergency management and interstate mutual aid for the State of [INSERT STATE]. EMAC is the interstate mutual aid agreement to which all states belong that allows states to assist each other in times of disaster. When any member state's Governor declares a disaster or when a disaster is imminent, other member states may agree to provide assistance in response to requests from the impacted state(s). The assistance from other member states may be in the form of personnel and/or other resources.

EMAC has been implemented to assist the State(s) of _____

to respond to _____.

In response to pending EMAC requests [INSERT STATE EMERGENCY MANAGEMENT DEPT NAME] through the [INSERT STATE] Emergency Management Assistance Compact (EMAC) has identified experienced and qualified public/private/tribal employees who are available to deploy and have agreed to assist with the response and recovery missions in _____.

Work conditions may be sub-standard with extended hours during the week, weekends, and holidays. The customary work hours under this agreement are for 12 hour shifts or as approved by the [INSERT STATE] Emergency Management Assistance Compact (EMAC) . In some instances, responders must be prepared to be self-sustained for several days. For each individual county/city/ngo/tribe participating in the EMAC response effort, the following intergovernmental agreement, non-governmental and tribal agreement must be executed.

TERMS AND CONDITIONS:

Authority: Pursuant to [INSERT STATE] Statutes, [INSERT STATUTE SPECIFIC INFORMATION], [INSERT ACRONYM FOR STATE EM DEPARTMENT] through [INSERT the [INSERT STATE] Emergency Management Assistance Compact (EMAC)] and County/City/NGO/Tribal _____

establish this intergovernmental/ngo/tribal agreement for utilization of personnel and/or resources.

_____, who is currently employed as a _____

by _____ County/City/NGO/Tribal, [INSERT STATE], has agreed to assist [INSERT ACRONYM FOR STATE EM DEPARTMENT] through the [INSERT STATE] Emergency Management Assistance Compact (EMAC)] with the EMAC mission described above. The period of

deployment will commence on _____, and end on or before _____.

No extensions of time will be granted without written approval.

Employee status: During the period of deployment, _____ shall remain an employee of _____ County/City/NGO/Tribe, on detail as an employee(s) of the sending county/city/ngo/tribe for purposes of the EMAC deployment as assigned by [INSERT ACROYNM FOR STATE EM DEPARTMENT] under [INSERT STATE]-EMAC. The county/city/ngo/tribal employee(s) will continue to be paid by his/her county/city/ngo/tribal employer, and will continue to receive the same benefits as if working at his/her home station, and will carry with him/her all workers compensation and employee benefits as if working at his/her home station. [INSERT ACROYNM FOR STATE EM DEPARTMENT] assumes no responsibility for this county/city/ngo/tribal employee(s) other than the obligation to coordinate activities through [INSERT STATE]-EMAC and to process expense reports through the EMAC reimbursement process. The employer or employee(s), in consultation with [INSERT ACROYNM FOR STATE EM DEPARTMENT] through [INSERT STATE]-EMAC, shall make and incur costs for all necessary logistical arrangements, including airline, lodging, per diem expenses and other necessary miscellaneous expenses.

Liability: Officers or employees of a party state, local jurisdiction, non-governmental organization, or tribal officers or employees deemed to be employees of a party state, local jurisdiction, non-governmental organization, or tribe rendering aid in another state pursuant to this compact shall be considered agents of the requesting state for tort liability and immunity purposes; and no party state or its officers or employees, non-governmental organization, and tribes rendering aid in another state pursuant to this compact shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. "Good faith" in this subdivision does not include willful misconduct, gross negligence, or recklessness.

Logistics: The employee(s) will report to the _____ upon arrival and perform duties as assigned. The deployed Task Force leader, Strike Team leader, or Team leader will provide emergency contact information and status reports for the employee to [INSERT STATE]-EMAC operations on a designated time schedule. [INSERT STATE]-EMAC will provide to the county/city/ngo/tribe contact information and accountability reports throughout the period of deployment.

Equipment: Limited resources are available in the affected area. EMAC assistance requests assume that personnel deployed under [INSERT STATE]-EMAC will provide the necessary personal equipment needed to perform the assigned task(s). All [INSERT STATE]-EMAC A-Teams will be deployed with provided Go-Kits containing essential equipment to perform the set duties of an A-Team.

Reimbursement: Estimated amount -- \$ _____. The amount provided above is to be used as an estimate only. The final amount could be higher or lower depending on actual costs. All wages shall be calculated at a 12 hour work day. Consisting of 8 hours of regular pay and 4 hours of overtime pay. The pay calculations will start at zero hours at the beginning of the deployment.

Within 20 days of the termination of this deployment, _____ County/City/NGO/Tribe shall complete and submit to [INSERT STATE]-[INSERT ACROYNM FOR STATE EM DEPARTMENT] an EMAC Form R-2, a copy of which is attached to this agreement. Reimbursement may be requested for actual costs incurred for this deployment, including compensation (including overtime pay), benefits, travel, lodging, and expenses (subject to any limitations applicable to the employee under the county/city/ngo/tribal existing policies); government vehicle cost(s); and equipment cost(s), (including any loss, damage to, or expense incurred in the

operation of the equipment).

[INSERT ACROYNM FOR STATE EM DEPARTMENT] through [INSERT STATE]-EMAC shall be responsible for requesting reimbursement for eligible expenses from the requesting state. Upon receipt of reimbursement from the requesting state, [INSERT ACROYNM FOR STATE EM DEPARTMENT] will provide reimbursement to the county/city/ngo/tribe in a final amount for the authorized expenses claimed on the Form R-2, within 30-days of recieving the reimbursement from the requesting state.

RELEASE OF INFORMATION RELATING TO EMAC OPERATIONS

All information, directly or indirectly, associated with [INSERT STATE] Emergency Management Assistance Compact ([INSERT STATE]-EMAC) deployments is the property of the state of [INSERT STATE] and falls under the control of [INSERT STATE]-EMAC. Any person(s), directly or indirectly, involved in any [INSERT STATE]-EMAC operation **can not release** information, documents or direct statements to the public or news media unless authorized. All information **SHALL** be vetted and approved for release by a designated [INSERT STATE]-EMAC Authorized Representative, Designated Contact, (as outlined in [INSERT STATE] statute [INSERT SPECIFIC STATUTE]) or designated Public Information Officer from the [INSERT STATE EMERGENCY MANAGEMENT DEPT NAME].

ALTERATIONS AND AMENDMENTS

This Agreement may only be amended by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY: _____
[INSERT AGENCY DIRECTOR’S NAME], Director
[INSERT STATE EMERGENCY MANAGEMENT DEPT NAME]

BY: _____
Name: _____
Authorized Signature

County/City/NGO/Tribal

Date

Date