MEMORANDUM

Hurricane Katrina Response

Incorporation of Local Assets into a State Emergency Management Assistance Compact (EMAC) Response

In response to the current and impending use of volunteer health professionals (VHPs) in the Gulf Coast region impacted most significantly by Hurricane Katrina, the Center for Law and the Public’s Health (Center) has drafted a brief summary addressing the incorporation of local assets into a state Emergency Management Assistance Compact (EMAC) response.

Disclaimer - This information does not represent the official legal positions of federal, state, or local governments nor is it meant to provide specific legal guidance or advice. VHPs and their coordinators should contact their local, state, or territorial legal advisors for specific legal guidance.

Incorporation of Local Assets into an Emergency Management Assistance Compact (EMAC) Response

The Emergency Management Assistance Compact (EMAC) provides for mutual assistance between member states during emergency or disaster situations. EMAC dictates the procedures for sharing assets between states to provide mutual assistance, outlines protections for these assets, and provides for reimbursement for the use of persons and other assets during a response.

EMAC does not address the utilization of resources outside of the state government as a component of a state EMAC response. As a consequence, the incorporation of local assets into a state’s EMAC response is governed by state law provisions. Some states, such as the example below in Ohio, use agreements to facilitate the use of specific local employees for the response.

Ohio has produced a sample Memorandum of Understanding (MOU) that authorizes the use of local personnel in a statewide EMAC response. A services agreement between the state emergency management agency (EMA) and the county government applies to the utilization of a specific county employees for specific EMAC response efforts. The MOU includes:
• A statement of the purpose of the agreement (to incorporate county employees into the state response team being sent pursuant to EMAC);
• References to applicable state laws;
• The responsibilities of the state EMA for the activities of the employee (making travel arrangements, submitting of completed travel expense reports through the EMAC reimbursement process, and transmitting of reimbursement from the state to the county);
• The responsibilities of the county government for the activities of the employee (county will continue to pay the employee and provide benefits);
• The responsibilities of the county employee (report to assigned location, perform designated tasks, provide contact information, and provide progress reports);
• The responsibilities of the state’s EMAC A-Team (providing emergency contact information);
• Ongoing legal provisions applicable to the employee (employee carries with him/her all the liability protections of a county employee as if working at his/her home station);
• Specific reimbursement procedures for the state to reimburse the county for expenses;
• Provisions for termination and amendment of the agreement; and
• The duration of the agreement.

This agreement provides only one example of how to incorporate local employees into a state EMAC response. Other states may have adopted alternative approaches. For additional information, please see below the text of the Ohio MOU restated below. It is also available, along with a sample from Washington state, on the EMAC website at http://www.emacweb.org/?123.

We hope that these brief comments are helpful. Please let us know if you have any questions.

Date: September 7, 2005

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INTERGOVERNMENTAL AGREEMENT
Between

Department of Public Safety and ______________________ County
Ohio Emergency Management Agency
2855 West Dublin-Granville Road
Columbus, OH 43235-2206
Contact Person: ________________

Maximum Amount: Not to Exceed ________________
Start Date: ____________________, 2004 End Date: ____________________, 2004. No extensions of time will be granted without written approval of the county executive.

INTRODUCTION:

The Department of Public Safety, Ohio Emergency Management Agency (Ohio EMA), through the Emergency Management Assistance Compact (EMAC), Ohio Revised Code (ORC) Sections 5502.22, 5502.29, 5502.291, and 5502.40 coordinates emergency management and interstate mutual aid for the State of Ohio. EMAC is the interstate mutual aid agreement to which most 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, as in the case of the recent hurricanes impacting Florida, 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 operational since the threat of Hurricane Charley was imminent and will remain operational until Florida’s needs are met. In response to EMAC requests, several local government employees have volunteered to respond. In cooperation with ______________ County, Ohio EMA has identified several experienced and qualified county employees who are available to deploy to assist Florida with response and recovery missions. These county employees will travel to Florida and work in support of the Florida Emergency Management Agency.

NAME OF COUNTY EMPLOYEE & STATEMENT OF EXPERIENCE/QUALIFICATIONS

This Intergovernmental Agreement establishes a services contract between the Ohio Emergency Management Agency and ______________________ County for the loan of this county employee for the time period identified above.

NAME OF EMPLOYEE shall remain an employee of the ______________________ County throughout their deployment. Ohio EMA hereby agrees to make the necessary travel arrangements for NAME OF EMPLOYEE, including airline, lodging, per diem expenses and other necessary miscellaneous expenses. Once the service is complete and the County employee submits his/her travel expense report, Ohio EMA agrees to submit the travel expense report to the Florida Emergency Management Agency for reimbursement through the EMAC reimbursement process. The County employee will continue to be paid by his/her county employer, will continue to receive the same benefits as if working at his/her home station, and will carry with him/her all the liability protections of a county employee as if working at his/her home station. Ohio EMA assumes no responsibility for this county employee other than the accomplishment of their travel arrangements, the submission of completed travel expense reports through the EMAC reimbursement process, and the transmittal of reimbursement from the State of Florida to the County. NAME OF EMPLOYEE will report to the ______________________ upon arrival and perform community relations duties as assigned. The EMAC A-Team will provide emergency contact information for NAME OF EMPLOYEE and NAME OF EMPLOYEE will provide contact information and progress reports on their service throughout the period of deployment.

REIMBURSEMENT:
Upon receipt of reimbursement from the State of Florida, Ohio EMA shall transmit that reimbursement to ________________ County in a final amount for the authorized expenses claimed on the employee travel expense report (including salary and benefits), when reimbursement is received from the Florida Emergency Management Agency. Reimbursement shall not exceed the final, total amount indicated on the travel expense report. ________________ County shall submit a final invoice or other appropriate travel expenses report, with all appropriate documentation, to Ohio EMA within 30 days of NAME OF EMPLOYEE’s return to ________________ County. Ohio EMA shall reimburse ________________ County within 30 days of receipt of reimbursement from the State of Florida.

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: __________________________________ BY:

_____________________________________
Dale W. Shipley, Director
Ohio Emergency Management Agency
Department of Public Safety
_____________________________________
Name:
Board of County Commissioners
______________________ County

APPROVED AS TO FORM: APPROVED AS TO FORM:

_____________________________________
Tamara S. Little, Assistant Attorney General
Name:
Prosecuting Attorney

_____________________________________
Date                                   Date