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## MEMORANDUM

### Hurricane Katrina Response

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

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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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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: \_\_\_\_\_  
\_\_\_\_\_

Dale W. Shipley, Director  
Ohio Emergency Management Agency  
Department of Public Safety

BY: \_\_\_\_\_  
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 \_\_\_\_\_