

**INTERGOVERNMENTAL AGREEMENT**

**Between**

MN Department of Public Safety  
Homeland Security and  
Emergency Management  
444 Cedar Street, Suite 223  
St. Paul, MN 55101-6223

and \_\_\_\_\_ County/City  
\_\_\_\_\_ the

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Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**INTRODUCTION:**

The Department of Public Safety, Minnesota Homeland Security & Emergency Management [HSEM], pursuant to Minnesota Chapter 12.27 (2) and 192.89 the "Interstate Emergency Management Assistance Compact [EMAC], coordinates emergency management and interstate mutual aid for the State of Minnesota. 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 \_\_\_\_\_ Iowa \_\_\_\_\_  
to respond to \_\_\_\_\_ flooding response and recovery \_\_\_\_\_.

In response to pending EMAC requests, HSEM through MN-EMAC has identified experienced and qualified public employees who are available to deploy and have agreed to assist with the response and recovery missions in \_\_\_\_\_ Iowa \_\_\_\_\_. Work conditions may be sub-standard with extended hours (12 to 14 hour days) during the week, weekends, and holidays. In some instances, responders must be prepared to be self-sustained for several days. For each individual county/city jurisdiction participating in the EMAC response effort, the following intergovernmental agreement must be executed.

**TERMS AND CONDITIONS:**

Authority: Pursuant to Minnesota Statutes Chapters 12.27 (2) and 192.89, HSEM through MN-EMAC and County/City \_\_\_\_\_  
establish this intergovernmental agreement for utilization of personnel and/or resources.

\_\_\_\_\_, who is currently employed as a \_\_\_\_\_  
by \_\_\_\_\_ County/City, Minnesota, has  
agreed to assist HSEM through MN-EMAC with the EMAC mission described above. The period of  
deployment will commence on \_\_\_\_\_ 6/22/08 \_\_\_\_\_, and end on or before \_\_\_\_\_ 7/22/08 \_\_\_\_\_.

No extensions of time will be granted without written approval.

Employee status: During the period of deployment, all \_\_\_\_\_ employees as listed in Req-A and other documents shall remain an employee of \_\_\_\_\_ County/City, on detail as an employee(s) of the sending County/City for purposes of the EMAC deployment as assigned by HSEM under MN-EMAC. The County/City employee(s) will continue to be paid by his/her county/city employer, 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. HSEM assumes no responsibility for this county/city employee(s) other than the obligation to coordinate activities through MN-EMAC and to process expense reports through the EMAC reimbursement process. The employer or employee(s), in consultation with HSEM through MN-EMAC, shall make and incur costs for all necessary logistical arrangements, including airline, lodging, per diem expenses and other necessary miscellaneous expenses.

Logistics: The employee(s) will report to the \_\_\_\_\_ designated staging area upon arrival and perform duties as assigned. The deployed Task Force leader or Strike Team leader will provide emergency contact information and status reports for the employee to MN-EMAC operations on a designated time schedule. MN-EMAC will provide to the County/City 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 MN-EMAC will provide the necessary personal equipment needed to perform the assigned task(s).

**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.

Within 20 days of the termination of this deployment, \_\_\_\_\_ County/City shall complete and submit to MN-HSEM 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's existing policies); government vehicle cost(s); and equipment cost(s), (including any loss, damage to, or expense incurred in the operation of the equipment).

HSEM through MN-EMAC shall be responsible for requesting reimbursement for eligible expenses from the requesting state. Upon receipt of reimbursement from the requesting state, HSEM will provide reimbursement to the County/City in a final amount for the authorized expenses claimed on the Form R-2, within 30-days.

## **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.

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## **TERMINATION**

Origination Date: 6-06-06

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: \_\_\_\_\_  
Kris A. Eide, Director  
Minnesota Homeland Security & Emergency Management

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson, Commissioner or Mayor  
\_\_\_\_\_ County/City

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date