Example Template:
State Chapter Memorandum of Understanding with the State Emergency Management Agency

** Note - This memorandum of understanding (MOU) template has been developed based on a MOU used by the Florida Chapter and the Florida Emergency Management Agency. In Florida, the mutual aid process is well defined. Please be aware that each state has differing mutual aid legislation and volunteer protection laws. In addition, the logistical and operational mechanism used within the state mutual aid framework differ. State chapters are advised to use this MOU as a template only. This example MOU will likely need to be modified to meet each state’s individual mutual aid framework.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE (INSERT CHAPTER NAME) AND
THE (INSERT STATE EMERGENCY MANAGEMENT AGENCY NAME)

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the (insert State Emergency Management Agency Name) and the (insert state chapter name).

I. INTRODUCTION:

The State of (insert) is geographically vulnerable to (list natural hazards as identifies in the state Hazard Mitigation Plan), and other natural or man-made disasters that in the past have caused severe disruption of essential human services and property damage. The Parties to this MOU recognize that manpower and equipment may be needed to mitigate damage and restore services and infrastructure to the citizens of the affected community should such disasters occur.

II. PURPOSE:

The purpose of this MOU is to define the roles and responsibilities of the parties with respect to delivery and coordination of disaster and emergency mutual aid relating to floodplain managers in (insert state). This MOU is intended to facilitate the provision of assistance related to general floodplain management issues, substantial damage and substantial improvement inspections and determinations, and compliance with floodplain management regulations, following the occurrence of a disaster or emergency event.

In addition, this MOU is also intended to establish a mechanism for the (insert state EMA name) to request assistance from the (insert chapter name) and
its members in the performance of State and local responsibilities and missions, including, but not limited to: post event construction and demolition activities; environmental and floodplain management compliance training; and other recovery related activities. This MOU shall not preclude the provision of assistance by the (insert chapter name) (or (insert chapter name) members) outside the parameters of this MOU, or from the (insert chapter name) or a (insert chapter name) member to a non-participating government.

III. DEFINITIONS:

A. "SMAA" shall mean the Statewide Mutual Aid Agreement (insert legislation), entered into by counties, municipalities, and independent special and educational districts of the State of (insert state name). Copies of the (insert legislation) with original signatures are filed and maintained by the (insert state EMA). *****NOTE- Each state has different mutual aid regulations This section should be edited sufficiently to reference state enabling legislation for mutual aid).

B. "REQUESTING PARTY" shall mean the Participating Government entity requesting aid in the event of an emergency. Each municipality, independent or educational district must coordinate requests for state or federal emergency response assistance through its county (or parish) emergency management agency.

C. "ASSISTING PARTY" shall mean the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.

D. "AUTHORIZED REPRESENTATIVE" shall mean an employee of a Participating Government authorized in writing by that government to request, offer, or provide assistance under the terms of the SMAA (or insert state mutual aid legislation). The list of authorized representatives for the Participating Governments who have executed the SMAA (or insert state mutual aid legislation) shall be supplied to the (insert state chapter) upon execution of this MOU and updated on an annual basis, by (insert date) of each year.

E. "STATE EMA" shall mean the (insert state emergency management agency).

F. "EMERGENCY" shall mean any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, with results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

G. "DISASTER" shall mean any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, Governor, or the President of the United States.

H. "PARTICIPATING GOVERNMENT" shall mean the State of (insert state) and any political subdivision of the State of (insert state) which executes the SMAA (or insert state mutual aid legislation) and supplies a complete executed
I. "(INSERT STATE CHAPER NAME)" shall mean the professional statewide organization, comprised of state and local floodplain managers and a broad representation of Federal agency staff, private industry, academia, research and representatives from related organizations. (Insert chapter name) members span the state as well as adjoining states. (insert state chapter name) was formed to improve floodplain management practices in (insert state) by supporting comprehensive management of floodplains and related water resources. We believe that through coordination and education, the public and private sectors can advance cooperatively to reduce losses of life and property from floods, preserve the natural and cultural values of floodplains, and avoid actions that increase flood hazards. To achieve these goals, (insert state chapter name) fosters communication among those responsible for flood hazard mitigation activities, provide technical information and advice to governments and others about actions or policies that will affect flooding, and encourage flood hazard research, education and training.

IV. PROCEDURES:

A. IDENTIFICATION OF NEED: When an SMAA (or insert state mutual aid legislation) Participating Government either becomes affected by, or is under imminent threat of an emergency or disaster, it may invoke emergency related mutual aid assistance by either requesting assistance from another Participating Government or by requesting assistance from Participating Governments through the State EMA. If a request received by the State EMA identifies the need for assistance of local floodplain manager in the affected area, the State EMA may contact the designated (insert state chapter name) Liaison, identified in Exhibit A attached hereto, and request (insert state chapter name) assistance in coordinating the provision of assistance. In the alternative, the (insert state chapter name) may identify the need for emergency or disaster related mutual aid to local floodplain managers and may, through the (insert state chapter name) Liaison, request authorization from the State EMA to coordinate the provision of said assistance.

B. COORDINATION PROCEDURE AND RESPONSIBILITIES: Upon identification of the need for mutual aid and either request from, or authorization by, the State EMA, the (insert state chapter name) Liaison shall verify the need for mutual aid to the local floodplain manager, either by contact with the affected local floodplain manager(s), or by contact with the local emergency management director in the affected area. The verification method and verifying official shall be documented by the (insert state chapter name) Liaison, using forms supplied by the State EMA. Upon verification of the need, the (insert state chapter name) Liaison shall then contact other SMAA (or insert state mutual aid legislation) Participating Governments’ Authorized Representatives, on behalf of the Requesting Party, and, in accordance with the SMAA (or insert state mutual aid legislation), identify available resources to meet the need identified by the local floodplain manager(s). Such efforts shall include, but not be limited to: confirmation of availability of personnel and equipment; for the necessary time period; identification of staging area;
estimated time of arrival of assistance; communications resources and protocols; transportation resources and routes; lodging or other accommodation; self-sufficiency; and contact name/telephone number. Upon identification of sufficient resources to meet the identified need, the (insert state chapter name) Liaison shall report back to the State EMA. Upon confirmation by the State EMA, the (insert state chapter name) Liaison shall, in accordance with the SMAA (or insert state mutual aid legislation), contact the Requesting Party Authorized Representative, re-verify the request for assistance and provide them with the following information, to the extent known:

I. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;

2. The estimated length of time the personnel, equipment, and materials will be available;

3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;

4. The name of the person or persons to be designated as supervisory personnel; and

5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the Requesting Party.

The (insert state chapter name) Liaison shall assist the State EMA in verifying execution and distribution of (insert any forms or documents), in accordance with the SMAA (or insert state mutual aid legislation), and shall assist the State EMA in ensuring copies are delivered to the State EMA and all pertinent parties.

C. STATE EMA REQUESTS: In some instances, the State EMA may notify the (insert state chapter name) Liaison of the need for local floodplain management personnel to perform assistance for the State EMA related to the preparation and review of worksheets, construction and demolition activities, environmental compliance, flood insurance and building code compliance and other recovery related activities. In such cases, the (insert state chapter name) Liaison shall survey (insert state chapter name) membership and other resources to determine available personnel and identify available personnel to the State EMA. The (insert state chapter name) shall develop and maintain a database of (insert state chapter name) members and other experienced floodplain managers that shall serve as a resource for responding to State EMA requests. The State EMA shall be responsible for arranging compensation for any personnel supplied pursuant to its request, for providing necessary training, lodging and other requirements. The (insert state chapter name) is only responsible for identifying potential personnel.

D. RECORD KEEPING: Pursuant to the SMAA (or insert state mutual aid legislation), the Assisting Party shall be responsible for maintaining records and submitting invoices for reimbursement by the Requesting Party using the format used or required by FEMA publications, including Part 13, Title 44 of the Code of Federal Regulations and all applicable Office of Management and Budget Circulars. The (insert state chapter name) Liaison shall
be responsible for assisting the State EMA in ensuring documentation of the Requesting Party's mutual aid request and the confirmation of the acceptance of the assistance to be provided. The (insert state chapter name) Liaison shall further be responsible for assisting the State EMA in supplying the Assisting Parties with the documentation necessary to create the records required for reimbursement of eligible expenses incurred by the Assisting Parties, recovery of completed documentation, and transmission of the documentation to both the Requesting Party and the State EMA. The State EMA shall supply all forms and the State EMA shall make training available to (insert state chapter name) members regarding the use and completion of the required paperwork.

E. SUPERVISION AND CONTROL: Pursuant to the SMAA (or insert state mutual aid legislation), the personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving.

Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and the State EMA. The designated supervisory personnel of 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 and the State EMA. At least twenty-four-hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party and the State EMA unless such notice is not practicable, in which case reasonable notice shall be provided.

F. COMMUNICATIONS: Pursuant to the SMAA (or insert state mutual aid legislation), unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

V. ROLE OF THE STATE EMA OF EMERGENCY MANAGEMENT: The State EMA under this MOU shall:

1. Request mutual aid on behalf of an SMAA (or insert state mutual aid legislation) Participating Government, under the circumstances identified in the SMAA (or insert state mutual aid legislation);
2. Coordinate the provision of mutual aid to a Requesting Party,
pursuant to the provisions of the SMAA (or insert state mutual aid legislation) and this MOU;

3. Serve as the eligible entity for requesting reimbursement of eligible costs from FEMA, upon a Presidential Disaster Declaration;

4. Maintain a current listing of SMAA (or insert state mutual aid legislation) Participating Governments with their Authorized Representative and contact information.

The State EMA shall inform the (insert state chapter name) Liaison of disaster and emergency-related training opportunities and shall supply and update necessary paperwork so that the (insert state chapter name) Liaison may advise (insert state chapter name) members and facilitate the training and education of (insert state chapter name) members regarding disaster and emergency management roles and activities.

VI. REIMBURSABLE EXPENSES

A. GENERALLY — The terms and conditions governing reimbursement for any assistance provided shall be in accordance with the SMAA (or insert state mutual aid legislation). The State EMA shall not be responsible for costs associated with requests for mutual aid assistance, unless the State EMA is responsible pursuant to the SMAA (or insert state mutual aid legislation). The State EMA shall not be responsible for (insert state chapter name) costs unless the State EMA so indicates in writing at the time it makes the request to the (insert state chapter name). In no event shall the State EMA or the State of (insert state name) be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party requesting the mutual aid shall be responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions in the SMAA (or insert state mutual aid legislation).

B. PAYMENT Unless otherwise mutually agreed in the written acknowledgement executed in accordance with the SMAA (or insert state mutual aid legislation) or a subsequent written addendum to the acknowledgment, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized Notice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with Part 206 of the Title 44, CFR. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

VII. LIABILITY

The parties shall be solely responsible to those entities with whom they may deal with in carrying out the terms of this MOU. For purposes of this MOU, (insert
state chapter name) agrees that it is not an employee or agent of the State EMA but is an independent contractor. The State EMA assumes no liability for any action or inaction by (insert state chapter name) and will not be responsible for any negligent or gross negligent action taken by (insert state chapter name). (insert state chapter name) assumes no liability for any action or inaction by The State EMA or requesting party and will not be responsible for any negligent or gross negligent action taken by The State EMA or requesting party.

In accordance with (insert state volunteer liability regulations) any person whose acts or omissions are not otherwise covered by this section and who participates in emergency response activities under the direction of or in connection with a community emergency response team, local emergency management agencies, the State EMA of Emergency Management, or the Federal Emergency Management Agency is not liable for any civil damages as a result of care, treatment, or services provided gratuitously in such capacity and resulting from any act or failure to act in such capacity in providing or arranging further care, treatment, or services, if such person acts as a reasonably prudent person would have acted under the same or similar circumstances. For purposes of this contract all volunteers will be covered by (insert state volunteer liability protection regulations).

***NOTE – Each state is different. This section should be edited or amended based on state volunteer liability regulations.

VIII. MODIFICATION

Either party may request modification of the provisions of this MOU. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this MOU.

IX. NOTICE AND CONTACT

All notices provided under or pursuant to this MOU shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this MOU.

Insert State EMA: DEM: Insert EMA name, POC, address, and contact information.

(insert state chapter: Insert Chapter name, POC, address, and contact information.

In the event that either party designates different representatives after execution of this MOU, notice of the name, title and address of the new representative will be rendered as provided for in this section.

X. TERM
This MOU shall be in effect for three (3) years from the date of the last signature below and shall automatically be renewed in successive three (3) year terms unless terminated in writing by either parties. Notice of such termination shall be made in writing and shall be served personally or by certified mail upon the contact noted in this MOU. Termination shall be effective immediately upon receipt of the termination letter by the terminating party.

XI. EFFECTIVE DATE OF THIS MOU

This MOU shall be in full force and effect upon execution hereof.

IN WITNESS WHEREOF, the parties set forth below have duly executed this MOU on the date set forth below:

(POC at the State EMA)

________________________________
Signature and Date

(POC and alternate at the state chapter)

________________________________
Signature and Date