



**Request for City Council Committee Action
From the Department of Regulatory Services & Emergency Preparedness**

Date October 23, 2008

To: CM Don Samuels, Chair
Public Safety and Regulatory Services Committee

Subject: Execution of an Intergovernmental Agreement between the City of Minneapolis and the State of Minnesota through its Department of Public Safety, Homeland Security & Emergency Management

Recommendation

That your Committee and the City Council authorize the Mayor and other City officials to execute the attached Intergovernmental Agreement.

Previous Directives N/A

Prepared by/Presenters in Committee: Kristi Rollwagen, Deputy Director of Emergency Preparedness *KR*

Approved by 
Rocco Forte, Assistant City Coordinator

<p>Financial Impact (Check those that apply)</p> <p><input checked="" type="checkbox"/> No financial impact - or - Action is within current department budget. (If checked, go directly to Background/Supporting Information)</p> <p><input type="checkbox"/> Action requires an appropriation increase to the Capital Budget</p> <p><input type="checkbox"/> Action requires an appropriation increase to the Operating Budget</p> <p><input type="checkbox"/> Action provides increased revenue for appropriation increase</p> <p><input type="checkbox"/> Action requires use of contingency or reserves</p> <p><input type="checkbox"/> Other financial impact (Explain): \$100,000 to \$150,000 in increased revenue is in the current budget projections.</p>
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<p>Community Impact (use any categories that apply)</p> <p>Neighborhood Notification</p> <p>City Goals - Five Year Plan</p> <p>Comprehensive Plan</p> <p>Zoning Code</p> <p>Other</p>

Background/Supporting Information Attached: An Intergovernmental Agreement (IGA) between the City of Minneapolis and the Department of Public Safety, Minnesota Homeland Security and Emergency Management (HSEM) is required for the deployment of any city resources to fill an Emergency Management Assistance Compact (EMAC) request in a disaster like situation. The City of Minneapolis participated in an EMAC deployment in 2005 to support those affected by Hurricane Katrina.

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

Contact Person: Kim L. Ketterhagen
Phone: 651-755-1615
E-mail: kim.ketterhagen@state.mn.us

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 _____
to respond to _____.

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 _____. 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 MN-EMAC. 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 _____, 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, 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.

Liability: Officers or employees of a party state 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 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 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. All wages shall be calculated at a 12 hour work day. 8 hours of regular pay and 4 hour 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 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.

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

BY: _____
Name: _____
Chairperson, Commissioner or Mayor

_____ County/City

Date

Date

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