

**INTERGOVERNMENTAL AGREEMENT (IGA)
NON-GOVERNMENTAL ORGANIZATION AGREEMENT (NGOA)
TRIBAL AGREEMENT (TA)**

Between

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

and

Washington County Sheriffs Office

Organization or Provider

Contact Person: Joe Neuberger

Contact Person: Cheri Dexter

Phone: [REDACTED]

Phone: [REDACTED]

E-mail: joe.neuberger@[REDACTED]

E-mail: cheri.dexter@[REDACTED]

INTRODUCTION:

The Minnesota Department of Public Safety, Homeland Security & Emergency Management [HSEM], pursuant to Minnesota Statutes, Sections 12.27, subd. 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 North Dakota

to respond to Dakota Access Pipeline (DAPL) Project

In response to pending EMAC requests, HSEM through the Minnesota Emergency Management Assistance Compact (MN-EMAC) has identified experienced and qualified public/private/tribal employees who are available to deploy and have agreed to assist with the response and recovery missions in North Dakota.

Work conditions may be sub-standard with extended hours during the week, weekends, and holidays. The customary work hours under this agreement are for [REDACTED] approved by MN-EMAC. In some instances, responders must be prepared to be self-sustained for several days. For each individual county/city/ngo/tribe participating in the EMAC response effort, the following intergovernmental agreement, non-governmental and tribal agreement must be executed.

TERMS AND CONDITIONS:

Authority: Pursuant to Minnesota Statutes, Sections 12.27, subd. 2, and 192.89, HSEM through MN-EMAC and County/City/NGO/Tribal Washington County

establish this intergovernmental/ngo/tribal agreement for utilization of personnel and/or resources.

Law Enforcement Officers Provided by Washington County, Minnesota, has agreed to assist HSEM through MN-EMAC with the EMAC mission described above. The period of deployment will commence on October 23, 2016, and end on or before November 2, 2016. No extensions of time will be granted without written approval.

Employee status: During the period of deployment, Washington County Officers shall remain

employees of Washington County, on detail as an employee(s) of the sending county/city/ngo/tribe for purposes of the EMAC deployment as assigned by HSEM under MN-EMAC. The county/city/ngo/tribal employee(s) will continue to be paid by his/her county/city/ngo/tribal employer, and 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/ngo/tribal 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, local jurisdiction, non-governmental organization, or tribal officers or employees deemed to be employees of a party state, local jurisdiction, non-governmental organization, or tribe 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, non-governmental organization, and tribes 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, Strike Team leader, or 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/ngo/tribe 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). All MN-EMAC A-Teams will be deployed with provided Go-Kits containing essential equipment to perform the set duties of an A-Team.

Reimbursement: Estimated amount -- \$ 40,288.90. 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 _____. Consisting of _____. The pay calculations will start at zero hours at the beginning of the deployment.

Within 20 days of the termination of this deployment, Washington County 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/ngo/tribal 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/ngo/tribe in a final amount for the authorized expenses claimed on the Form R-2, within 30-days of receiving the reimbursement from the requesting state.

RELEASE OF INFORMATION RELATING TO EMAC OPERATIONS

All information, directly or indirectly, associated with Minnesota Emergency Management Assistance Compact (MN-EMAC) deployments is the property of the state of Minnesota and falls under the control of MN-EMAC. Any person(s), directly or indirectly, involved in any MN-EMAC operation **can not release** information, documents or direct statements to the public or news media unless authorized. All information **SHALL** be vetted and approved for release by a designated MN-EMAC Authorized Representative, Designated Contact, (as outlined in MN statute 192.89) or designated Public Information Officer from the Minnesota Department of Public Safety.

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: _____

Joe Kelly, Director
Minnesota Homeland Security & Emergency Management

10/21/2016

Date

BY: _____

Name: William M. Hutton
Authorized Signature

Oct 21, 2016

Date