INTERGOVERNMENTAL AGREEMENT
between

State of Oregon, by and through the   AND   City of Salem an Oregon Municipal Corporation
Oregon Military Department,   through the Salem Fire Department
Office of Emergency Management ("OEM")   370 Trade St. SE
P.O. Box 14370   Salem, OR 97301
Salem, Oregon 97309-5062
Contact Person: Andrew J. Phelps   Contact Person: Mike Niblock
Phone: (503) 378-2911 x 22292   Phone: 503-588-6245
Email: andrew.phelps@state.or.us   Email: mniblock@cityofsalem.net

INTRODUCTION

OEM administers the Emergency Management Assistance Compact (EMAC), ORS 402.105, for the State of Oregon. EMAC is the interstate mutual aid agreement that authorizes member states to assist each other in emergencies or disasters. When any member state's Governor declares an emergency or disaster, including when an emergency or 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 activated for the 2018 November California wildfires, EMAC ID# 1340. OEM and the City of Salem an Oregon Municipal Corporation enter into this Intergovernmental Agreement to provide for City of Salem an Oregon Municipal Corporation resources to be available for deployment under EMAC.

PROCESS

In response to any requests made by California under EMAC, OEM may cause the request to be broadcast to state agencies and local governments in Oregon. If City of Salem an Oregon Municipal Corporation has resources available that are responsive to the request, City of Salem an Oregon Municipal Corporation shall notify OEM of the availability of the resources in a manner acceptable to both parties.

OEM shall notify California of available resources. If California desires OEM to provide resources that are being made available by City of Salem an Oregon Municipal Corporation, California will provide to OEM a requisition substantially in the form attached hereto as Attachment A ("Requisition"). OEM shall contact City of Salem an Oregon Municipal Corporation to assist in completion of the Req A, provided to OEM by California and City of Salem an Oregon Municipal Corporation shall provide the necessary information for completion of Part II of the Req A to OEM in a manner directed by OEM, which may be by fax, email or other method. Upon approval of OEM's authorized EMAC representative, OEM shall transmit the approved Requisition to California. If OEM receives notification from California that the requisition is approved, OEM shall notify City of Salem an Oregon Municipal Corporation and the resource(s) shall be deployed.

Each Requisition that is approved by California shall be incorporated by reference into this Agreement.

DEPLOYMENT OF City of Salem an Oregon Municipal Corporation EMPLOYEES; REIMBURSEMENT

City of Salem an Oregon Municipal Corporation agrees to facilitate the necessary travel arrangements for any City of Salem an Oregon Municipal Corporation employees deployed under this Agreement, including airline and lodging, in coordination with California. City of Salem an Oregon Municipal Corporation agrees to pay these costs up front. Once the deployment is complete and each employee submits his/her travel expense report to OEM, OEM agrees to submit the travel expense report to the California Emergency Management Agency for reimbursement through the EMAC reimbursement process.

The Parties further agree that each employee of the City of Salem an Oregon Municipal Corporation deployed under this Agreement shall remain an employee of the City of Salem an Oregon Municipal Corporation throughout the deployment, shall be considered an employee of the State of Oregon solely for purposes of the deployment described in the addendums to this IGA and shall not receive any compensation from the State of Oregon. Each City of Salem an Oregon Municipal Corporation employee will continue to be paid by his/her City of Salem an Oregon Municipal Corporation

employer, will continue to receive the same benefits from the City of Salem an Oregon Municipal Corporation as if working at his/her home station, and will carry with him/her all the liability protections of a City of Salem an Oregon Municipal Corporation employee as if working at his/her home station. OEM assumes no responsibility for each City of Salem an Oregon Municipal Corporation employee other than the logistics of travel arrangements, the submission of completed travel expense reports through the EMAC reimbursement process, and the transmittal of reimbursement from California to the City of Salem an Oregon Municipal Corporation . Each employee of City of Salem an Oregon Municipal Corporation will report to the designated point of contact as well as check in with California EMAC A-Team upon arrival. Each employee of City of Salem an Oregon Municipal Corporation will provide contact information and progress reports on their service throughout the period of deployment.

The City of Salem an Oregon Municipal Corporation shall submit a final invoice or other appropriate travel expense report for each employee of City of Salem an Oregon Municipal Corporation deployed under this Agreement, with all appropriate documentation, to OEM within 30 days of return to the City of Salem an Oregon Municipal Corporation by the employee. Upon receipt of reimbursement from California, OEM shall transmit that reimbursement to the City of Salem an Oregon Municipal Corporation in a final amount for the authorized expenses claimed on each employee's travel expense report (including salary and benefits), when reimbursement is received from the California Emergency Management Agency. Reimbursement shall not exceed the final, total amount indicated on the travel expense report as well as the individuals salary and benefits as applicable. OEM shall reimburse the City of Salem an Oregon Municipal Corporation within 30 days of receipt of reimbursement from California.

DEPLOYMENT OF OTHER RESOURCES; REIMBURSEMENT

Resources other than employees shall be deployed as provided in any Requisition that is approved by California as described under Process, above. The amount available for reimbursement is the amount designated by the City of Salem an Oregon Municipal Corporation that is included on the Requisition. OEM shall transmit that reimbursement to the City of Salem an Oregon Municipal Corporation when reimbursement is received from the California Emergency Management Agency.

AMENDMENTS

This Agreement may be amended only 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. Actual deployment information will be added to this agreement as an addendum at the time of deployment. This information will include a not to exceed amount for the actual deployment.

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: _____

(Authorized EMAC Contact for Oregon OEM)

BY: _____

Name: Steve Powers
(Authorized representative for local government)
City of Salem an Oregon Municipal Corporation

Approved As To Form: Keith Kutler, Assistant Attorney General

Form REQ-A, 2011

Emergency Management Assistance Compact (EMAC)
Interstate Mutual Aid Request for Assistance

SECTION II: TO BE COMPLETED BY THE ASSISTING STATE			
Requesting State Mission TN #:	#REFI	Assisting State TN #:	#REFI

Travel Costs:

Insert total costs from each travel category below:

Total Personal Vehicle Expenses:		Total Rental Vehicle Total Expenses:	
Total Governmental Vehicle Expenses:		Total Air Travel Expenses:	
Total Meals & Tips (Receipt) Expenses:		Total Meals & Tips (Per Diem Expenses):	
Total Lodging		Total Parking Fee Expenses:	
Total Shipment and Transportation Expenses:		Total Travel Costs from all Categories	$ -

Identify and Transportation Requirements or comments concerning Travel:

SECTION II: TO BE COMPLETED BY THE ASSISTING STATE			
Requesting State Mission TN #:	#REF!	Assisting State TN #:	#REF!
Equipment Costs:			
Total Equipment Cost:		$	-
Number of Fuel Consuming Equipment		Number of Non-Fuel Consuming Equipment	
Enter Equipment Cost Details Below:			

	Equipment Descriptions:	Cost:
1		
2		
3		
4		
5		
6		
7		
8		
9		
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11		
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SECTION II: TO BE COMPLETED BY THE ASSISTING STATE			
Requesting State Mission TN #:	#REF!	Assisting State TN #:	#REF!

Commodity Costs:		
Total Commodity Costs:	$	-

Enter Commodity Cost Details Below:

	Commodity Descriptions:	Cost:
1		
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SECTION II: TO BE COMPLETED BY THE ASSISTING STATE			
Requesting State Mission TN #:	#REF!	Assisting State TN #:	#REF!

Other Estimated Costs:

Total Other Costs:		$	-

Enter Other Cost Details Below:

Other Costs:

	Other Descriptions:	Cost:
1		
2		
3		
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Emergency Management Assistance Compact (EMAC)
Interstate Mutual Aid Request for Assistance

SECTION II: TO BE COMPLETED BY THE ASSISTING STATE			
Requesting State Mission TN #:	#REF!	Assisting State TN #:	#REF!

Personnel Estimated Costs:

Total Personnel Estimated Costs:	$ -	Total # of Personnel on Mission (Calculated from entries on Personnel worksheet):	0

Enter all personnel details on tab labeled "Section II-Personnel" of this worksheet.

SECTION II: TO BE COMPLETED BY THE ASSISTING STATE

Detail for Personnel costs (adjust print area by dragging the blue line below to accommodate the number of personnel entered).

First Name:	Last Name:	Phone:	E-Mail:	Regular Salary Hourly Rate	Fringe Benefit Hourly Rate	# of Regular Hours worked per day	Overtime Salary Hourly Rate	Overtime Fringe Benefit Hourly Rate	# of Overtime Hours worked per day	# of Mission Days	Total Daily Cost	Total Mission Cost
											$ -	$ -
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