

**INTERGOVERNMENTAL AGREEMENT  
between**

State of Oregon, by and through the  
Oregon Military Department,  
Office of Emergency Management ("OEM")  
P.O. Box 14370  
Salem, Oregon 97309-5062  
Contact Person: Andrew J. Phelps  
Phone: (503) 378-2911 x 22292  
Email: andrew.phelps@state.or.us

AND

City of Newport  
100 SW Coast Hwy  
Newport, OR 97365  
  
Contact Person: Spencer Nibel, City Manager  
Phone: 541.674.0600  
Email: s.nibel@newportoregon.gov

**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 2019 October California wildfires, EMAC ID#1879-SR-2042. OEM and the City of Newport enter into this Intergovernmental Agreement to provide for City of Newport 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 Newport has resources available that are responsive to the request, City of Newport 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 Newport, California will provide to OEM a requisition substantially in the form attached hereto as Attachment A ("Requisition"). OEM shall contact City of Newport to assist in completion of the Req A, provided to OEM by California and City of Newport 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 Newport 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 Newport EMPLOYEES; REIMBURSEMENT**

City of Newport agrees to facilitate the necessary travel arrangements for any employees deployed under this Agreement, including airline and lodging, in coordination with California. City of Newport 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 Newport deployed under this Agreement shall remain an employee of the City of Newport 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 Newport employee will continue to be paid by his/her City of Newport

employer, will continue to receive the same benefits from the City of Newport as if working at his/her home station, and will carry with him/her all the liability protections of a City of Newport employee as if working at his/her home station. OEM assumes no responsibility for each City of Newport 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 Newport. Each employee of City of Newport 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 Newport will provide contact information and progress reports on their service throughout the period of deployment.

The City of Newport shall submit a final invoice or other appropriate travel expense report for each employee of City of Newport deployed under this Agreement, with all appropriate documentation, to OEM within 30 days of return to the City of Newport by the employee. Upon receipt of reimbursement from California, OEM shall transmit that reimbursement to the City of Newport 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 individual's salary and benefits as applicable. OEM shall reimburse the City of Newport 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 Newport that is included on the Requisition. OEM shall transmit that reimbursement to the City of Newport when reimbursement is received from the California Emergency Management Agency.

**AMENDMENTS**

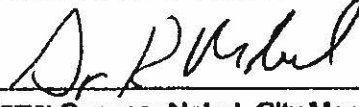
This Agreement may be amended only by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Actual deployment information will be added to this agreement as an addendum at the time of deployment. This 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: Spencer Nebel, City Manager  
(Authorized representative for local government)  
City of Newport

Approved As To Form: Keith Kutler, Assistant Attorney General