

**AGENT OF THE STATE OF UTAH
EMAC AGREEMENT
Between**

State of Utah

and Responding Jurisdiction:

Utah Department of Public Safety
Division of Emergency Management
1110 State Office Building
Salt Lake City, UT 84114

Contact Person: _____
Phone: _____
E-mail: _____

Phone: (801) 538-3400

EMAC Coordinator:

E-mail: _____

Authorized Amount: Not to Exceed \$ _____
Mission Period: Start Date: _____ End Date: _____
No extensions of time will be granted without written approval of the jurisdiction executive.

INTRODUCTION:

The Utah Department of Public Safety, Division of Emergency Management (Utah DEM), through the Statewide Mutual Aid Act, Utah Code Annotated § 53-2a Part 5 assists in coordinating emergency management interstate Emergency Management Assistance Compact (EMAC) for the State of Utah. Assistance to other states may be in the form of personnel and/or other resources.

AGREEMENT:

In cooperation with _____, herein known as the Responding Jurisdiction, Utah DEM has identified several experienced and qualified employees who are available to deploy to assist _____, herein known as the Requesting State with response and recovery missions.

NAME AND EXPERIENCE:

[Drafters note: Provide Name of Responding Jurisdiction, Name of Employee(s), & Statement of Experience / Qualifications]

This Agent of the State Agreement establishes a service contract between the Utah DEM and Responding Jurisdiction for the loan of the Responding Jurisdiction's employee(s) for the mission period identified above and designates the specified employee(s) as an agent of the state.

[NAME OF EMPLOYEE] shall remain an employee of the Responding Jurisdiction throughout their deployment. Utah DEM hereby agrees to make the necessary travel arrangements for **[NAME OF EMPLOYEE]**, including transportation, lodging, per diem expenses. Once the mission is complete and the Responding Jurisdiction employees travel expense report has been received, Utah DEM agrees to submit the travel expense report to the Requesting State for reimbursement through the EMAC reimbursement process. The employee(s) of the Responding Jurisdiction will continue to be paid by his/her employer, will continue to receive the same benefits as if working at his/her home station, and will carry with him/her all the liability protections as if working at his/her home station. Utah DEM assumes no responsibility for the employee serving as the agent of the state, other than the accomplishment of their travel arrangements, the submission of completed travel expense reports through the EMAC reimbursement process, and the transmittal of reimbursement from the Requesting State to the Responding Jurisdiction. Consult Utah Code Annotated § 53-2a Part 4 for more information about compensation and liability obligations.

[NAME OF EMPLOYEE] will report to the (name, address, site) _____ upon arrival and perform duties as assigned. The Utah EMAC Coordinator will provide emergency contact information for **[NAME OF EMPLOYEE]** and he/she will provide contact information and progress reports on their service to their home jurisdiction throughout their period of deployment.

REIMBURSEMENT:

Upon receipt of reimbursement from the Requesting State, Utah DEM shall reimburse the Responding Jurisdiction for the authorized expenses claimed on the Intergovernmental Reimbursement SMAA Form #110, and Form 115. Reimbursement shall not exceed the final, total amount indicated on the travel expense report. The Responding Jurisdiction shall submit a final invoice or other appropriate travel expenses report, with all appropriate documentation, to Utah DEM within 30 days of **[NAME OF EMPLOYEE'S]** return. Utah DEM shall reimburse the Responding Jurisdiction within 30 days of receipt of reimbursement from the Requesting State.

ALTERATIONS AND AMENDMENTS:

This Agreement may only be amended through mutual agreement of both 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 72 hours prior written notification to the other party. If this Agreement is terminated, the parties shall be liable only for services 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: _____ Signature _____ Date _____

Director or Designee
Division of Emergency Management
Utah Department of Public Safety

By: _____ Signature _____ Date _____

Name: Responding Jurisdiction

APPROVED AS TO FORM:
Print/Signature

Name: Assistant Attorney General

Date

APPROVED AS TO FORM:
Print/Signature

Name: Attorney

Date