



# How to Develop Agreements for Mass Care Services

A Guide for State, Local, Tribal, and Territorial Governments  
and Non-Governmental Organizations

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FEMA

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# CHAPTER 1: INTRODUCTION

Chapter 1 outlines the purpose, scope, and applicability of this document. This chapter also provides context around the issues this document seeks to address, along with key authorities and foundational documents related to this document.

## Purpose

This *How to Develop Agreements for Mass Care Services: A Guide for SLTTs and NGOs* provides guidance for state<sup>1</sup>, local, tribal, and territorial (SLTT) governments and non-governmental organizations (NGO) to better understand why formal agreements (i.e., Memorandums of Agreement [MOA] and Memorandums of Understanding [MOU])<sup>2</sup> are important tools for improving the delivery of mass care services and emergency assistance. Additionally, this document **provides guidance and resources to support SLTT governments and NGOs in developing effective and actionable agreements prior to an incident.**

The guidance in this document will help enable SLTT governments and NGOs to work together to identify existing resources and capability gaps and determine what services and support they can provide each other. Moreover, this document emphasizes the importance of MOAs/MOUs for work which may be considered for reimbursement for certain Private Non-Profit (PNP) organizations<sup>3</sup> through an SLTT government and/or the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program. Finally, this document highlights the role that MOAs/MOUs can play in enabling SLTT governments to leverage NGO capabilities to **support underserved communities and promote equitable outcomes for those communities during response and recovery.**

### Overview of MOAs and MOUs

MOAs/MOUs document and identify areas of potential collaboration between organizations and outline a strategy to do so. This document addresses the development of MOAs/MOUs that facilitate the effective delivery of mass care services and emergency assistance.

While this document primarily focuses on MOAs/MOUs developed to guide and inform how SLTT governments and NGOs will coordinate during an incident, MOAs/MOUs can also be an effective tool during steady state for certain preparedness activities that require NGO support.

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<sup>1</sup> The use of the term “state” refers to the fifty U.S. states and the District of Columbia.

<sup>2</sup> While related to MOAs and MOUs, mutual aid agreements (MAA) are distinct types of agreements, typically developed between jurisdictions or government agencies. This document does not discuss the development or implementation of MAAs.

<sup>3</sup> PA has specific eligibility requirements for PNPs. NGOs that are not eligible for PA reimbursement can still develop an MOA/MOU with an SLTT government if they do not expect reimbursement directly as an eligible Applicant for the same work or costs through the PA program.

More specifically, this document provides the following guidance:

- **Chapter 2: Using Non-Governmental Resources** discusses why SLTT governments should use non-governmental resources, providing key benefits of using those resources in preparing for and executing response and recovery activities.
- **Chapter 3: Introduction to Memorandums of Agreement and Memorandums of Understanding** defines MOAs/MOUs and describes the benefits of developing MOAs/MOUs as the mechanism for using NGO resources.
- **Chapter 4: Developing an Effective Memorandum of Agreement** describes the processes and key best practices for developing MOAs/MOUs and outlines the key components of these agreements that are necessary for effective agreements.
- **Chapter 5: Identifying Existing Resources, Capabilities, and Gaps** describes how SLTT governments and NGOs can align non-governmental resources with SLTT government needs through a process of identifying existing resources, capabilities, and gaps.
- **Chapter 6: Identifying and Preparing for Specific Roles and Responsibilities** describes how MOAs/MOUs must define roles and responsibilities, clarifying what actions the NGOs will coordinate with SLTT governments to perform versus what they can perform under their own authorities. This section also describes pre-incident preparation for MOA/MOU activation and emphasizes the importance of incorporating MOAs/MOUs into plans, trainings, and exercises.
- **Chapter 7: Eligibility and Reimbursement** explains the relationship between MOAs/MOUs and work eligibility and reimbursement, including the importance of clearly understanding and referencing eligibility requirements for work reimbursed by the SLTT government and requirements for reimbursement by the FEMA PA program, as articulated in the PA Program and Policy Guide (PAPPG). The current version of the PAPPG may be accessed at [Policy, Guidance and Fact Sheets | FEMA.gov](#).

## Background

Following an incident, SLTT governments are responsible for the delivery of mass care services and emergency assistance that save and sustain lives within their jurisdictions. Several large-scale incidents in recent years highlighted coordination challenges between SLTT governments and NGOs that affect their ability to meet and address mass care and emergency assistance needs. Stakeholders from across the emergency management field have recognized this issue in sources ranging from the annual *National Preparedness Report* to after-action reports and

### Guidance from FEMA

FEMA has created an inbox that external entities—including SLTT governments, NGOs, and other federal agencies—can use to ask questions related to Mass Care/Emergency Assistance: [FEMA-HQ-Mass-Care@FEMA.DHS.gov](mailto:FEMA-HQ-Mass-Care@FEMA.DHS.gov). This inbox can provide general mass care technical assistance. SLTT governments and NGOs should not use this inbox for emergency inquiries; FEMA does not monitor this inbox outside normal business hours.

audits<sup>4</sup>. **One key reason for these challenges was the lack of guidance encouraging SLTT governments to develop formal, written agreements with NGOs detailing the specific assistance the organization can provide.** More specifically, FEMA lacked guidance that emphasized the importance of clearly defining roles and responsibilities within MOAs/MOUs.

The response to the coronavirus disease 2019 (COVID-19) pandemic reinforced the need for guidance on developing and implementing MOAs/MOUs. New NGO partners committed to assisting in COVID-19 response efforts but lacked an understanding of the processes used by emergency managers and the process for distributing relief funds. Moreover, the lack of legal jurisdiction on the part of the NGOs (and the lack of formal agreements with those who had jurisdiction) restricted their ability to access a variety of resources that could have increased their capacity or helped them sustain their operations. These issues resulted in many NGOs being unable or ineligible for reimbursement for work they performed because there was no existing agreement between the NGO and the SLTT government.

After-action reports have also consistently identified the challenges SLTT governments face in supporting underserved communities before, during, and after disasters. These underserved communities frequently represent the most vulnerable populations in jurisdictions across the Nation and they are among the communities that most commonly require mass care services. However, the services they require in order to achieve equitable outcomes may not be the most appropriate for government agencies to provide or are outside of the capabilities of government to address. Therefore, developing MOAs/MOUs with NGOs that specialize in supporting underserved communities, with a mindset of better providing for the needs of those communities, can increase the likelihood of achieving equitable outcomes and mitigating the impact of historical inequities.

#### Defining “Equity”

Per Executive Order 13985, “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

For examples of how equity can be practiced in emergency management see [Equity | FEMA.gov](#).

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<sup>4</sup> Among the clearest examples of this is Recommendation #2 in the U.S. Government Accountability Office's Report to Congressional Requesters, GAO-19-526, [Disaster Response: FEMA and the American Red Cross Need to Ensure Key Mass Care Organizations are Included in Coordination and Planning](#), dated September, 2019, which states: “[t]o better clarify what mass care services voluntary organizations can provide, especially for severe or overlapping hurricanes, FEMA should strengthen its guidance to state and local governments to emphasize the importance of clearly defining roles and responsibilities related to mass care when state and local governments develop written agreements with partner organizations.”

## Scope and Applicability

This document provides guidance and tools tailored for SLTT governments and NGOs with capabilities that support mass care services and emergency assistance. While other audiences may find this guidance useful in understanding how formal, written agreements can enable more effective coordination between the public sector and NGOs, this document is tailored to address the needs of SLTT governments and NGOs. This document contains references and links to non-federal resources and organizations. This information is meant solely for informational purposes and is not intended to be an endorsement of any non-federal entity by FEMA, U.S. Department of Homeland Security, or the U.S. government.

### Non-Governmental Organizations

As outlined in the *National Response Framework* (NRF), NGOs include voluntary, ethnic, faith-based, veteran-based, disability, and nonprofit organizations that provide sheltering, emergency food supplies, and other essential support services for people, household pets, and assistance animals.

**The guidance in this document applies to developing agreements for both mass care services and emergency assistance. Mass care includes:**

- Congregate sheltering;
- Feeding;
- Distribution of emergency supplies, and
- Reunification of children with their parent(s)/legal guardians and adults with their families.

Emergency assistance refers to the assistance required by individuals, families, and their communities to address immediate needs beyond the scope of the traditional mass care services provided at the local level. These services include:

- Coordination of voluntary organizations and unsolicited donations and management of unaffiliated volunteers;
- Essential community relief services;
- Non-congregate and transitional sheltering;
- Support to individuals with disabilities and others with access and functional needs in congregate facilities;
- Support to children in disasters;
- Support to mass evacuations; and
- Support for the rescue, transportation, care, shelter, and essential needs of household pets and assistance animals (which includes both service and support animals).



For brevity, the remainder of this document will use the term “mass care” to refer to both mass care services and emergency assistance.<sup>5</sup>

## Supersession

*How to Develop Agreements for Mass Care Services: A Guide for SLTTs and NGOs* is consistent with existing authorities, policy, and doctrine and does not supersede any existing doctrine, policies, or regulations.

## Authorities and Foundational Documents

A number of authorities and foundational documents provide statutory, regulatory, and executive guidance for organizations when conducting mass care activities. Key authorities and foundational documents for this document include the following:

- [Robert T. Stafford Disaster Relief and Emergency Assistance Act](#) (Stafford Act) (Public Law 93-288, as amended, 42 United States Code [U.S.C.] §§ 5121 et seq)
- [Post-Katrina Emergency Management Reform Act of 2006](#) (PKEMRA) (Public Law 109-295, Title VI)
- [Sandy Recovery Improvement Act \(SRIA\) of 2013](#) (Public Law 113-2)
- [Disaster Recovery Reform Act of 2018](#) (Public Law 115-254)
- [Title 44 of the Code of Federal Regulations \(CFR\)](#), “Emergency Management and Assistance”
- [Title 2 of the CFR, Part 200](#), “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- [National Response Framework](#) (NRF), Fourth Edition, October 2019
- [National Disaster Recovery Framework](#) (NDRF), Second Edition, June 2016
- [National Incident Management System](#) (NIMS), Third Edition, October 2017
- [Public Assistance Program and Policy Guide, v4](#) (PAPPG), June 2020
- [Individual Assistance Program and Policy Guide, v1.1](#) (IAPPG), May 2021
- [Building Private-Public Partnerships Guide](#), July 2021
- [Comprehensive Preparedness Guide \(CPG\) 101: Developing and Maintaining Emergency Operations Plans](#), September 2021

Refer to [Appendix C: Authorities and Foundational Documents](#) for more information about each authority and document listed above.

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<sup>5</sup> For more information about mass care and emergency assistance, refer to the [Emergency Support Function #6 – Mass Care, Emergency Assistance, Temporary Housing, and Human Services Annex](#).

## Document Management and Maintenance

The FEMA Office of Response and Recovery, Doctrine and Policy Office is responsible for the management and maintenance of this document. Per FEMA Directive 112-12, FEMA will revise this document no later than six years after the release date. FEMA personnel and stakeholders should direct comments and feedback regarding this document to the Doctrine and Policy Office at FEMA Headquarters (HQ) at [FEMA-ORR-Doctrine@FEMA.DHS.gov](mailto:FEMA-ORR-Doctrine@FEMA.DHS.gov).

## CHAPTER 2: USING NON-GOVERNMENTAL RESOURCES

Chapter 2 reviews the benefits of using NGO resources, highlighting their ability to fill significant SLTT government capability and resource gaps. The chapter also provides a brief case study to demonstrate the effective use of NGO resources during an incident. For SLTT governments and NGOs with MOAs already in place, this chapter serves as an additional resource and guidance for future MOAs. This guidance does not intend to suggest that SLTT governments and NGOs must revise existing MOAs.

### Benefits of Leveraging NGO Resources and Capabilities

SLTT governments alone often do not have all the necessary capabilities and resources to conduct preparedness activities, build community resilience, or respond to and recover from an incident. **NGOs can provide a range of resources, support capabilities, innovative technology, and expertise to SLTT governments.** Moreover, these NGO partners are critical to the effective planning of incident operations, especially where their capabilities and expertise provides vital—and often irreplaceable—contributions to life-sustaining operations.

Table 1 below lists more specific benefits of leveraging NGO resources and capabilities to fill SLTT government gaps.

**Table 1: Key Benefits of Using NGO Resources and Capabilities**

Benefit	Description
Enables a Ground-Up Focus	<ul style="list-style-type: none"><li>• Many, though not all, non-governmental organizations (NGO) conduct their work in a ground-up manner using local capacity, local and regional organizations, familiarity, and close relations with the community to implement programs.<sup>6</sup></li><li>• NGO presence in local communities may also result in economic benefits as NGO staff frequent local businesses.</li></ul>
Provides Community-Specific Knowledge	<ul style="list-style-type: none"><li>• NGOs often have vital community-specific knowledge after a disaster because they can more quickly identify community assets and deficits.</li><li>• Many NGOs are a permanent part of a given community and focus directly on community development and resilience-building during response and recovery.</li><li>• Many NGO personnel live in the community and can provide information about those who are underserved and/or have traditionally experienced inequitable outcomes after an incident. They also are well established and can provide information on historical inequities that may impact response and recovery.</li></ul>
Ensures Unity of Effort	<ul style="list-style-type: none"><li>• Close coordination between state, local, tribal, and territorial (SLTT) governments and NGOs creates a unity of effort and can provide mutually beneficial, incident-specific support.</li></ul>

<sup>6</sup> This may not always be the case for larger NGOs; particularly those with national or international organizational presence.

Benefit	Description
	<ul style="list-style-type: none"> <li>• Coordination of NGO resources and services can support survivors and responders and help stabilize an incident more quickly, as NGO resources are often more readily available and can often deploy faster. This promotes the community's physical and economic recovery.</li> <li>• As part of the coordination of NGO resources and capabilities, SLTT governments can more easily engage NGOs in problem-solving discussions.</li> </ul>
Strengthens Community Resilience	<ul style="list-style-type: none"> <li>• NGOs are instrumental in providing direct services, including health, animal welfare, and employment programs, and often serve as the link in connecting community members to financial services.</li> <li>• NGOs are a critical component of collaborative community efforts, including strengthening social networks by enhancing connections between residents and community organizations and participating in long-term recovery committees (or similar entities), which connect survivors with local agencies and services.</li> <li>• NGOs work on a continuous basis to increase community and individual resilience by developing economic resources; providing additional funding, supplies, and personnel; reducing risk; reducing resource inequities; and attending to areas of social vulnerability in communities, including underserved populations.</li> <li>• NGOs also provide aid, services, and social supports to persons with disabilities and others with access or functional needs, as well as other underserved populations.</li> </ul>
Supports Underserved Areas and Populations	<ul style="list-style-type: none"> <li>• Many NGOs support underserved areas and populations, bringing an expanded level of access to survivors through their prior work. For example, community members using a food pantry prior to an incident may have a significant level of trust with the pantry and its staff. This pre-existing relationship may cause them to be more willing to access disaster assistance because they can access it through a trusted source.</li> <li>• NGOs embedded in rural areas may have the clearest understanding of where the pockets of vulnerable populations are located and areas experiencing historical inequities.</li> </ul>
Augments the Available Trained and Certified Workforce	<ul style="list-style-type: none"> <li>• NGOs increase the availability of certified and trained individuals—including those with critical technical expertise—and specialized supplies and equipment (especially in medical, animal welfare, and disability programs).</li> <li>• NGOs with a national presence can surge staff and resources to an incident from other locations around the country when needed. This includes surging in staff with experience working with specific underserved communities or other relevant knowledge (e.g., language fluency, cultural and historical awareness).</li> </ul>
Provides Highly Adaptable Support	<ul style="list-style-type: none"> <li>• Many NGOs, both large and small, are highly flexible and have the capacity to adapt rapidly to changing environments.</li> </ul>
Enhances Support for Underserved Communities Including Individuals with Disabilities and Others with Access and Functional Needs, such as people with Limited English Proficiency (LEP)	<ul style="list-style-type: none"> <li>• Many NGOs are a useful resource for services and resources related to individuals with disabilities, access and functional needs, and those with LEP.</li> <li>• NGOs can support the delivery of childcare or mental health resources.</li> <li>• NGOs can assist these underserved populations with applying for and navigating government support programs.</li> </ul>

Benefit	Description
Enhances Public Awareness	<ul style="list-style-type: none"> <li>• NGOs traditionally have relationships with the media, enabling them to create public awareness and maintain focus on issues they consider important. These relationships can be useful during incidents, raising awareness of the situation and encouraging donors to provide support.</li> <li>• Many NGOs can have a nimble social media presence to help spread messaging about community (including SLTT) recovery programs, shelters, and other information. This is especially important for communities that do not typically interface with traditional government information sources.</li> </ul>
Provides Grant Funding	<ul style="list-style-type: none"> <li>• Some NGOs provide grant funding covering costs not supported by jurisdictions (e.g., care for animals not defined as a household pet in the FEMA Pets Evacuation and Transportation Standards Act reimbursement guidelines).</li> </ul>

## Case Study: Effective Use of Non-Governmental Resources

This section includes a brief case study summarizing an example of an SLTT government using **NGO resources effectively**, leading to **mutually beneficial outcomes** for the SLTT government and the NGO.

### Providing Feeding Assistance with Non-Governmental Resources

World Central Kitchen is a not-for-profit organization devoted to providing meals to survivors in the wake of natural disasters. World Central Kitchen developed a program model that helps local jurisdictions mobilize restaurants to produce nutritious meals, which World Central Kitchen then distributes at community feeding sites or through individualized deliveries. These programs help to feed residents and financially support restaurants and the local economy, filling a key food assistance gap that exists in many SLTT governments.



A chef prepares meals for World Central Kitchen to distribute to the community.

When the effects of COVID-19 pushed local soup kitchens and food banks that supported underserved communities in Oakland and Alameda County to their breaking point in April 2019, the City of Oakland solicited help from non-traditional partners. For example, World Central Kitchen signed an MOU with the City of Oakland, California to assist in meal delivery for Oakland residents in need. World Central Kitchen first engaged the Mayor’s Office to identify the correct internal lead to coordinate the agreement. They worked with the City’s Director of Interdepartmental Operations and other stakeholders at the city and state level to jointly determine their scope of services and identify residents in need of meals. World Central Kitchen then recruited 131 restaurants across both Oakland and Alameda County who represent wide geographic, cultural, and size ranges to assist in preparing meals. They oversee the coordination of meal preparation and

distribution, ensuring participating restaurants meet World Central Kitchen Restaurant Partner Guidelines and that the intended recipients receive the prepared meals.

As part of this relationship, World Central Kitchen coordinates weekly with the City of Oakland to:

- Provide updates on their progress,
- Discuss weekly meal counts and distribution methods, and
- Identify community needs.

As of September 2021, World Central Kitchen prepared and delivered approximately 190,000 meals for individuals in need across Oakland and Alameda County. For additional examples of the effective use of non-governmental resources, refer to the [FEMA Interagency Recovery Coordination Case Studies](#).

# CHAPTER 3: INTRODUCTION TO MEMORANDUMS OF AGREEMENT AND MEMORANDUMS OF UNDERSTANDING

Chapter 3 defines MOAs and MOUs, clarifying the nuances between the two types of memorandums. This chapter also identifies the benefits of developing MOAs and MOUs as mechanisms for leveraging NGO resources and capabilities during incident response and recovery, as well as for certain preparedness activities.

## Defining Memorandums of Agreement and Understanding

MOAs and MOUs help identify and determine who will assist with providing mass care services, the relevant resources, and the location of where the services and resources are necessary.<sup>7</sup> MOAs and MOUs should facilitate rapid, short-term deployment of support before, during, and/or after an incident has occurred. They are written agreements between organizations needing specific goods or services from one organization to support the other. Organizations often use these documents to clarify or memorialize roles, relationships, and expectations, but MOAs and MOUs are not intended to be legally binding or enforceable in court.

### Memorandums of Agreement

MOAs are documents written between parties facilitating cooperative work on an agreed upon project or to meet an agreed upon objective. MOAs describe in detail, the specific responsibilities of, and actions taken by, each of the parties to accomplish their shared goals. MOAs additionally allocate and minimize the risks of each party's participation.

#### Example Memorandum of Agreement

The Michigan State Police, Emergency Management and Homeland Security Division and the Food Bank Council of Michigan developed an MOA to facilitate the distribution of emergency food supplies to Michigan residents negatively impacted by the COVID-19 pandemic. The MOA outlined the specific details of the agreement, including roles and responsibilities, reporting and information sharing requirements, MOA points of contact, and other details necessary to ensure a clear and effective agreement.

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<sup>7</sup> SLTT governments cannot transfer their responsibilities under the Americans with Disabilities Act of 1990, Section 504 of the 1973 Rehabilitation Act, and other civil rights laws using an MOA/MOU. Additionally, any NGO working on behalf of an SLTT government is responsible for meeting the same legal requirements as the SLTT government.

## Memorandums of Understanding

MOUs are documents describing a bilateral agreement between parties, expressing a convergence of will between the parties and indicating an intended common line of action—rather than a legal commitment. MOUs also describe very broad concepts of mutual understanding, goals, and plans shared by the parties. These documents do not create duties or legally enforceable liabilities or obligations for any party involved.

**In practice, MOAs and MOUs are terms that the emergency management community often uses interchangeably. For simplicity, the remainder of this document will standardize both terms as “MOA”.**

The guidance provided in this document is relevant to both types of memorandums.

### Example Memorandum of Understanding

The California Department of Social Services (CDSS) coordinated with the California Southern Baptist Disaster Relief (CSBDR) of the California Southern Baptist Convention to develop an MOU ensuring the swift delivery of needed services to survivors. The MOU codified the commitment of CSBDR’s collaboration with the CDSS by working with its local partner churches, in accordance with CDSS directives. Requested services included providing relief ministries; food at mobile and fixed sites; emotional and spiritual care; and assisting with personal property recovery.

## Benefits of Developing Memorandums of Agreement

Developing MOAs allows SLTT governments and NGOs to be better prepared for incidents. Having these agreements in place prior to an incident streamlines the delivery of mass care services for the impacted community. They may also provide support to continuity planning in both the public and private sectors. MOAs outline clear objectives and provide both parties with opportunities to outline their requirements and expectations throughout the activation of the MOA. Moreover, MOAs can help establish clearly defined timelines, and establish costs (where costs are knowable).

Detailing this information reduces uncertainty around each party’s responsibility, avoids duplication of effort, and enhances the decision-making process. MOAs additionally provide the framework for future collaboration by identifying points of contact for each entity, while also establishing realistic assessments of available resources. Moreover, MOAs can lay the groundwork for developing partnerships that address inequities and help ensure equitable outcomes following an incident that leads to activation of the MOA.

As noted above, the development of MOAs is not restricted to response and recovery efforts. Although SLTT governments and NGOs tend to prioritize MOAs related to enhancing the delivery of mass care services and resources during an incident, **SLTT governments and NGOs may also develop MOAs addressing preparedness considerations.** For example, SLTT



governments and NGOs may develop MOAs addressing inventory maintenance, joint trainings and exercises, and other necessary preparedness efforts.

Specific benefits for SLTT governments include the following:

- Formal relationships with NGOs provide insight and details that aid in planning and prioritization for gaps in resources.
- MOAs establish basic reporting for response and recovery efforts, as well as for donated resources related to mass care activities.
- Many NGOs specialize in assisting vulnerable populations and act as a trusted messenger to transmit accessible information from SLTT governments and other sources, which is important for marginalized and underserved communities to reduce inequities in access to services.
- MOAs enable NGOs to serve as force multipliers for SLTT governments' capabilities and resources.

Specific benefits for NGOs include the following:

- MOAs limit the number of people from the same agency reaching out to an NGO for the same information.
- MOAs enhance situational awareness by allowing participation of NGOs in coordination calls or during situation reports.
- MOAs provide an enhanced level of understanding between NGOs and SLTT government partners and may assist in establishing a process for resource requests to sustain and/or expand services in response to an incident.
- Developing MOAs maximizes potential reimbursement opportunities which, if enabled, can lead to a more timely and effective response by the NGO.

#### Identifying Reimbursement Details in MOAs Can Improve Outcomes

During the 2019 Oklahoma floods, MOAs were in place between the Oklahoma Department of Emergency Management and certain Oklahoma Voluntary Organizations Active in Disaster (VOAD) members, helping to manage the flow of unsolicited donations. Having these MOAs in place during the floods allowed the VOAD's donation management members to rapidly set up a main multi-agency warehouse and several forward reaching warehouses. **Knowing that the costs associated with this distribution system were reimbursable by the state, as explicitly stated in the MOAs, allowed this process to move forward quickly.** This proved to not only be highly effective in supporting response efforts but was also extremely cost effective for the state compared to their previous model of operating these warehouses directly.

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## CHAPTER 4: DEVELOPING AN EFFECTIVE MEMORANDUM OF AGREEMENT

Chapter 4 describes important considerations to inform the development of effective MOAs. In addition, this chapter describes how SLTT governments can initiate the development of MOAs and the general timeline for development.

### Initiating Agreements

Once a gap is identified, an important first step SLTT emergency managers can take when seeking to develop a formal agreement is to embrace the role of the NGOs and initiate a relationship. Even informal relationships can serve to:

- Establish a common purpose;
- Build trust among the parties;
- Establish lines of communication;
- Provide common understanding of roles and responsibilities; and
- Improve appreciation for partner contributions.

**Building upon this initial, informal relationship, SLTT governments and NGOs can discuss the possibility of developing an MOA that is mutually beneficial to both parties and enhances the quality and quantity of support available for mass care services. SLTT governments can use a variety of approaches to identify potential NGOs with which to establish MOAs. Refer to Table 2 for example approaches that SLTT governments should consider.**

**Table 2: Identifying NGO Partners**

Approach	Description
Review After-Action Reports	Review after-action reports from past incidents—or similar continuous improvement products—for information on non-governmental organizations (NGO) that played an active role in the response and/or recovery but lack a formal relationship with the state, local, tribal, or territorial (SLTT) government.
Search News and Social Media	Search news reports and social media to identify NGOs with an internet presence and determine whether they can (or have) provide mass care services that would address an SLTT gap.
Leverage Existing Relationships	Leverage existing relationships with NGOs to identify other NGOs providing related mass care services.
Use Voluntary Organizations Active in Disaster (VOAD) and/or Community Organizations Active in a Disaster (COAD)	Coordinate with the relevant state or territory chapter of the National VOAD or local COAD to identify NGOs with mass care capabilities.

Approach	Description
Engage SLTT Partners and Elected Officials	Engage with mass care professionals from other SLTT entities (both internal and external) to determine if they have insight into, or existing relationships with, NGOs that perform mass care functions. Elected officials may also provide other useful information based on their position within the community.

Though less common, **NGOs can also initiate discussions with SLTT governments about developing an MOA.** For example, an NGO may recognize that it possesses resources or capabilities that the SLTT government lacks. Additionally, the NGO may wish to develop a formal relationship with the SLTT government to increase awareness of their organization and its mission. As the responsibility for initiating discussions related to MOA development does not fall on one specific partner, both SLTT governments and NGOs should actively seek out opportunities to develop relationships and formalize existing relationships using MOAs.

### Potential Challenges

As with all coordination efforts, there may be obstacles or challenges that SLTT governments and NGOs face as they seek to initiate the development of an MOA. Examples of these challenges include the following:

- Mass care service delivery may take place at a different organizational level than agency officials developing, finalizing, or signing the MOA.
- While not a legal contract, MOA development often involves legal review by individuals who may not have familiarity with the MOA process or with mass care.
- Some parties may be concerned about committing their organization to certain terms, recognizing that resources and capabilities may change, and assets may be unavailable or deployed elsewhere.
- SLTT governments should ensure that MOAs do not conflict with applicable SLTT ethics rules. Some common ethics issues to consider when a government entity enters into an MOA with a NGO are gift receipt and giving, endorsement, and preferential treatment or the appearance of preferential treatment. Do other NGOs offer the same capabilities or resources? Are they being offered the same opportunity to enter into an MOA with the SLTT government?

#### Variation by Jurisdiction Type

The type of jurisdiction included as a party to the MOA can have significant impacts on the speed at which the parties can coordinate to develop an MOA. Generally, it may be faster for local governments to develop an MOA than state, tribal, or territorial governments—particularly if mayoral leadership (or equivalent) is involved in the process. Conversely, if the City Council or other similar entities need to weigh in on the MOA, development can take more time.

- The length of time to create an MOA varies significantly and may require a more significant level of iteration between parties (and internally) than expected, depending on the nature of the agreement and the specific parties.
- Either party may experience turnover of leadership and other personnel in the middle of MOA development process. This may result in new personnel becoming involved and providing different priorities, perspectives, and direction that can result in delays or the need to restart the development process.
- Turnover of staff and leadership may also cause existing MOAs to be lost, if not properly maintained and regularly discussed between the assigned organizations.

## Timeline for Development

Ideally, SLTT governments and NGOs should develop an MOA prior to an incident in which the agreement would need to be activated; however, it is not a requirement. By having these agreements in place before an incident occurs, SLTT governments will be better able to provide mass care services, and all parties involved will have accountability in providing the necessary aid. Developing and having MOAs in place prior to an event allows for better planning among the parties, as available resources and the necessary support functions required to leverage those resources are pre-identified.

If the NGO expects to receive reimbursement from the SLTT government under the agreement, it is optimal that an MOA is in place ahead of an incident. Before an NGO performs eligible work on behalf of the SLTT government, it is an expectation that the MOA or a Mutual Aid Agreement (MAA)<sup>8</sup> is in place. It is important to be clear in an MOA which efforts are considered to be part of each party's individual mission working in coordination and under which conditions efforts are performed as an agent on behalf of the SLTT government. In addition, it is expected that an agreement, such as an MOA or MAA, be in place before an SLTT government can apply volunteer hours or other donated resources as a soft match or offset against the SLTT government's non-federal cost-share. If an NGO will pursue FEMA PA reimbursement, NGO staff should contact the State, Tribal Nation, or Territory emergency management agency as the recipient of PA funding and/or FEMA field or regional office for guidance.

There are conditions and documentation requirements to fulfill this process. Refer to the current version of the [PAPPG](#). for more information on these requirements. Additionally, **[Chapter 7: Eligibility and Reimbursement](#)** provides additional information related to eligibility and reimbursement through the PA program.

Figure 1 depicts the major milestones involved in the process of initiating, developing, and implementing MOAs. This figure does not indicate how long each milestone should take to

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<sup>8</sup> As noted in Chapter 1, MAAs are distinct types of agreements from MOAs. This Guide does not discuss the development or implementation of MAAs. For more information, refer to Chapter 6, Section IX of the PAPPG.

achieve, as the timeframe varies significantly across jurisdictions. The time required to complete each milestone is dependent on many external factors, such as staff availability and ongoing incidents. Instead, the figure depicts the general sequence of milestones; each of which the parties must complete before working towards the following milestone.

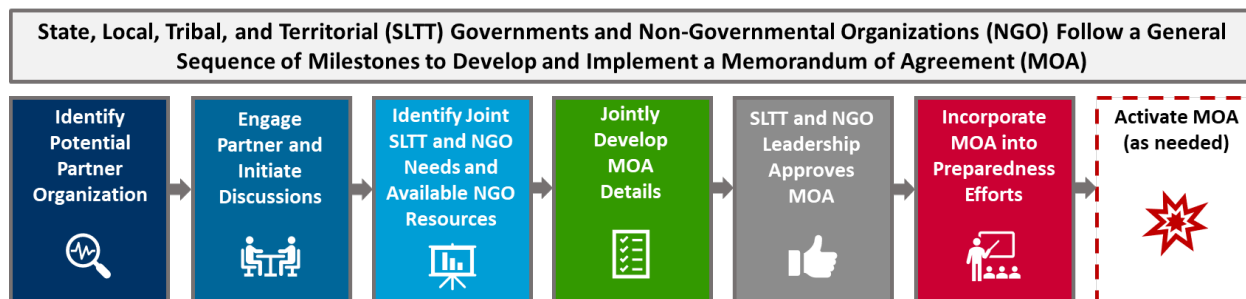


Figure 1: Sequence of MOA Development Milestones

In some circumstances, an SLTT government and an NGO may need to develop an MOA during an incident, while response and recovery operations are ongoing. If an MOA is not in place prior to an incident, however, it becomes significantly more resource intensive to develop. In addition, MOAs developed during an incident are more likely to have issues related to reimbursement. Finally, as the principal SLTT government and NGO decision-makers are often occupied with managing the incident, it can be difficult to coordinate the individuals necessary to develop and approve the details of the MOA.

For these reasons, SLTT governments and NGOs typically will only develop an MOA during an incident if there is an urgent, unavoidable need to do so. The formalized structure of an MOA is highly useful to promote the best outcomes for survivors, so there are occasions when an SLTT government and an NGO will choose to develop an MOA during an incident. When developing an MOA during an incident, however, both parties should ensure that the MOA still includes the necessary level of detail and clarity to ensure it is effective, to avoid confusion, and to enable reimbursement (when desired). Although it becomes *somewhat* less challenging to develop an MOA once the focus of an incident has transitioned to recovery, it is still ideal for these agreements to be in place prior to an incident.

To streamline the MOA process both before and during an incident, SLTT governments should consider having a template MOA on-hand that can be filled in with specific details, as well as an established process for MOA approval and signature.

## Key Components of a Memorandum of Agreement

This section briefly describes common types of information that SLTT governments and NGOs may include in MOAs.

## Specific Components of a Memorandum of Agreement

While all MOAs are different, certain pieces of information and context are common across most agreements. Each subsection below reflects a common component of an MOA and briefly describes what information parties to the agreement should consider including. For an MOA template that SLTT governments and NGOs can use as a starting point, refer to **Appendix E: Memorandum of Agreement Template**.

Not all MOAs will require every section identified below. In addition, for some partnerships, the MOA will serve as the foundational or primary agreement, but other agreements may also be useful (e.g., Information Sharing and Access Agreements [ISAA]<sup>9</sup>).

### *Parties*

This section includes information on the entities and organizations involved in the MOA. In addition to simply identifying the parties to the MOA, the purpose of this section is to educate parties on each other's organization, roles, authorities, and programs to increase transparency and improve coordination during incident response and recovery. When developing this section, consider the following questions:

- Who is involved in the MOA?
- Is the agreement between an SLTT government and a single NGO, or between an SLTT government and a coalition (e.g., National VOAD) or multiple NGOs that conduct different aspects of a mass care service (e.g., an agreement between an SLTT government, an NGO that prepares meals, and another NGO that handles distribution of meals to complete service delivery)?
- What information should each party know about the other that would be pertinent to the success of the MOA?

#### Notification of Local MOAs

If a local government is developing an MOA with an NGO, the local government should consider engaging with the state, tribal government, or territorial emergency management agency office. This ensures the state, tribal government, or territorial emergency management agency has visibility on local-level agreements and provides them an opportunity, if requested and feasible, to provide the local government with technical assistance and other guidance in developing the MOA.

### *Authorities*

This section specifically states the legal basis for the parties to enter into the MOA. When developing this section, consider the following question:

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<sup>9</sup> An ISAA refers to an agreement that defines the terms and conditions of information and data exchanges between two or more parties.

- Are there state laws, local ordinances, tribal resolutions, regulations, or other authorities that are relevant to the parties to the MOA or the capabilities and resources the MOA addresses?

### *Purpose*

This section outlines the main reason for the coordination and agreement between the parties. This section should include a concise statement discussing the intention of the MOA to memorialize the communication and collaboration efforts required by the MOA. This section does not need to address specific details of the agreement. When developing this section, consider the following questions:

- To what capabilities or resources does the MOA apply?
- At a high level, when and how will the capability or resource be used?

### *Benefits*

This section outlines the economic, logistical, or other benefits that the MOA may provide to the parties entering into the agreement. When developing this section, consider the following questions:

- Because owning and maintaining all the resources needed for responding to extreme or high-demand incidents is cost-prohibitive for most communities, what economic and logistical efficiencies does the MOA introduce?
- Which benefits will be realized by each party to the MOA?
  - What benefits will each party receive by leveraging the MOA to enhance the capability to support underserved communities and achieve equitable outcomes?

### *Definitions*

This section defines key terms in the agreement to ensure all parties share a common vocabulary, especially any terms that are specific or unique to the circumstances of the agreement. When developing this section, consider the following questions:

- What are the technical and operational aspects of the capability or resource? Consider including definitions for each.
- Are there any community-specific terms or acronyms? Consider including these acronyms and definitions.

### *Responsibilities*

This section explains how the purpose would be executed, summarizing the roles and responsibilities of each party. This section should describe the services or resources to be provided, in enough detail to ensure that the purpose of the agreement will be fulfilled. When developing this section, consider the following questions:

- What will each party be responsible for to fulfill the MOA?



- Are there shared responsibilities that both parties will perform?
- What types of services or resources will each party provide?
- Are there pre-defined rules on use of equipment owned by other organizations?
- For cases involving use of machinery, are there agreements in place for whose personnel are allowed to operate the machinery?
- Do the identified roles and responsibilities align with the mutually agreed upon goals, objectives, and target outcomes for the MOA?
- Are there any defined boundaries around the responsibilities included in the MOA to help ensure no overlap or contradiction?
- Does the MOA apply to the whole of each organization or just a part/component?
- Do the roles and responsibilities only apply at certain times of year or in particular locations?
- Are the parties required to participate in joint planning, training, and/or exercises relating to the use of the MOA?

### *Points of Contact*

This section designates responsible parties for maintaining the terms of the MOA. As staff rotation is common, it is important to include points of contact (POC) along with methods to update contact information. Moreover, it is important that the MOA includes “24/7/365” contact information, not just office phone numbers. When developing this section, consider the following questions:

- Who are the key individuals in each party’s chain of command?
- What individuals have the necessary decision-making ability or play a key role in the issue elevation process?
- How often should POC information be reviewed and updated?

### *Effective Date*

This section establishes the date the MOA goes into effect. When developing this section, consider the following question:

- What is the month, date, and year the MOA becomes effective?

### *Governance Structure and Operations Oversight*

This section specifies who is responsible for overseeing the agreement and how those personnel communicate policies and procedures to guide the agreement’s implementation and operation. Being clear about the governance structure can expedite decision making, reduce the time required to request assistance, and ensure all parties understand the chain of command. When developing this section, consider the following questions:

- What governance structure oversees the use of this capability or resource and enforces all requirements of the MOA?
- Who is the chair of this governance structure and how are they appointed?

- What are the participation requirements for the governance structure for organizations entering this MOA?
- How are issues affecting policy, recommendations, and/or subsequent change implemented by the governance structure?
- How do individual agencies establish oversight authority for the capability/resource?

### *Reporting and Documentation*

This section specifies whether follow-up reports or documentation of actions taken are required and states how often and to whom they are to be submitted. As part of this section, the parties should clarify expectations for information handling and storage, including clear definitions of information sharing and requirements and processes. Using aggregate data may be sufficient in reporting and documentation for many mass care activities (i.e., including specific names may not be necessary; instead, reporting and documentation can include general location data and the number of individuals requiring support).

For other activities (e.g., casework during shelter transition), this section may need to include language on how the parties will securely use, store, and report Personally Identifiable Information (PII). Finally, this section may also need to define the process by which the parties will obtain permission from applicants to share their information (e.g., including a disclaimer when applications register for assistance, requiring a separate signed form), including the development of legally sufficient language request that permission. When developing this section, consider the following questions:

- How will resources and services from both parties be documented and stored?
- Is there a specific storage facility or warehouse to be used by both parties?
- Will each party have their own corresponding storage?
- Is there a reporting system that works best for the purpose of the MOA?
- Does one party use a reporting system that can be used for both parties involved?
- Who will the reports be submitted to?
- What are the essential elements of information that need to be shared or reported on?

### *Activation Considerations*

This section lists the types of events that might trigger action under the agreement. Agreements may be limited to particular types of emergencies or may include all hazards. Most often, action under the agreement will be triggered by a request for assistance. However, the agreement may have limits on the types of circumstances under which such a request should be made; for example, only when a certain type of emergency occurs, or only when the requesting party's resources have been exhausted.

All parties in the MOA should understand approximately how long it takes the NGO to identify staff and/or volunteers and deploy them once the SLTT government identifies a task and the

MOA is activated. This section should also include information about who has the authority to activate the MOA and the notification process to ensure all relevant parties are aware of the activation. When developing this section, consider the following questions:

- What events or incidents would trigger the activation of the agreement?
- Are there any events or conditions that should trigger an automatic activation of the MOA and what procedures should that activation follow?
- Are there certain types of incidents for which the MOA cannot be activated (e.g., chemical, biological, radiological, nuclear, and explosives incidents; law enforcement sensitive incidents)?
- How long in advance does a request need to be made for assistance, if any?
- Which party has the authority to activate the MOA? Do both parties have equal authority?
- What is the notification process for MOA activation? How will both parties be notified to proceed with fulfilling the MOA?

### *Logistics*

This section outlines any logistical considerations related to deploying, transporting, staging, or housing NGO resources, or providing external resources to the NGO. This section should include who is responsible for funding and coordinating the logistical requirements. When developing this section, consider the following questions:

- Who is responsible for funding and coordinating logistical requirements?
- What entities will assist in helping deploy, transport, stage, or house NGO resources, if any?
- Do all parties have access to relevant staging areas?
- Do any of the relevant resources included in the MOA have unique or important logistical considerations?
- How quickly can logistical processes begin after the activation of the MOA?

### *Modification*

This section describes how MOA changes are made, who has the authority to make a change, and how participating organizations will be notified. When developing this section, consider the following questions:

- Who has the authority to update or modify this MOA?
- How will this MOA be updated or modified?
- Will updates/modifications require this MOA to have a new signature page verifying the understanding of changes by each participating organization?
- How often does this MOA need to be reverified?
- Is a procedure in place to make new leadership aware of this MOA in the case of a leadership transition?

### *Reimbursement*

This section discusses the terms and agreements for the work the SLTT government is willing to reimburse, and any details related to the timeline, conditions, and nature of reimbursement. When developing this section, consider the following questions:

- How much of the work the NGO provides will be reimbursed?
- Does the SLTT government have a reimbursement cap?
- Do the SLTT government and NGO have an agreed upon amount that will trigger interim reimbursements?
- Is there a dollar amount defined where financial responsibility is beyond the capacity of the NGO?
- What is the timeline for reimbursements from the SLTT government directly to the NGO (such reimbursement should not be dependent on PA program payments to the SLTT government)?

### *Budget and Cost-Share Considerations*

This section includes information relating to the budget for this MOA and which parties are responsible for which costs incurred during an incident. When developing this section, consider the following questions:

- How much in costs will each party be responsible for?
- Are there grants or other forms of funding that are meant to cover the costs incurred by a certain party?

### *Transfer*

This section outlines conditions under which an MOA may need to be modified or terminated due to the need to transfer agency resources and oversight. When developing this section, consider the following questions:

- Are there conditions that would require a transfer of agency resources and oversight (e.g., lack/low stock of resources, incident is of a higher volume, requiring more resources than the current party can provide)?

### *Termination*

This section outlines conditions that allow parties to formally end their involvement in the MOA, either singularly or as a group. This section acknowledges that parties may disagree and if amendments cannot be reached, prescribes a method for exiting the agreement. In the spirit of collaboration, consider requiring notifications and/or consultation before the termination. When developing this section, consider the following questions:

- Why would the MOA be terminated? (i.e., no longer require services or resources, one party is not upholding their part of the agreement, etc.)

- What is the process for notifying or consulting each party prior to completing termination?

### *Sunset Provision*

This section outlines when the MOA will formally end, unless re-signed. When developing this section, consider the following question:

- What are the specific dates and details of when the MOA will end?
- Is there a review cycle within the MOA (e.g., annually or after an implementation), and if so, how often does the MOA need to be reviewed, reverified, or re-signed?

### *Demobilization*

This section identifies the individual(s) with the authority to end an activation and outlines how the demobilization of resources will occur. When developing this section, consider the following questions:

- Who has the authority to end an activation and begin the demobilization of resources?
- How will resources be returned to the providing organization?

### *Other Provisions*

This section includes additional information that is deemed necessary when developing the MOA. When developing this section, consider the following questions:

- What are the planning, training, and exercising, requirements associated with participating in this MOA?
- What is the role of Emergency Support Function (ESF) #6 - Mass Care, Emergency Assistance, Temporary Housing, and Human Services in this MOA?
- Is there anything in either party's laws, regulations, mission/goal statement, funding sources, charter, or organizing documents that reflect need to operate or serve in a particular fashion, such prioritization to serve an underserved community or enhance equity?
- Are there specific standards of conduct that the parties to the MOA must abide by when the MOA is activated?
- Are there any financial obligations that must be considered?
- Are there additional requirements?

## **Best Practices for Developing and Implementing MOAs**

This section describes several best practices for developing and implementing MOAs. While not required, these best practices can help SLTT governments and NGOs ensure the MOAs they develop are clear and effective. The best practices described below are to:

1. Employ the six-step planning process;

2. Incorporate legal reviews into the development process early;
3. Address information sharing and security;
4. Ensure the language is clear and direct;
5. Consider promotion of equitable recovery outcomes; and
6. Synchronize communications related to MOAs.

However, the best practices outlined in greater detail below are not exhaustive. SLTT jurisdictions and NGOs should consider their own experiences and lessons learned when determining their preferred processes for coordinating the initiation, development, and implementation of MOAs for mass care services.

## Employ the Six-Step Planning Process

There is no single, standardized process that SLTT governments and NGOs use to coordinate the development of an MOA. The lack of a uniform process may disincentivize jurisdictions and/or NGOs from seeking to develop MOAs. Moreover, it may lead to the use of ad hoc approaches which may not result in an effective and actionable MOA.

In the absence of a standardized MOA development process, **jurisdictions and NGOs should consider adapting the six-step planning process outlined in the CPG 101.** The steps and actions within this planning process can also support the development of MOAs.<sup>10</sup>

Following this planning process allows communities to develop effective MOAs by:

- Bringing together relevant stakeholders,
- Establishing common goals and objectives,
- Identifying necessary resources and services, and
- Developing, training, and exercising effective and actionable agreements.

The collaborative planning process, and subsequent training and exercising of the resulting MOAs, ensures coordination among involved parties before an incident occurs. Figure 2 outlines the six steps of the planning process. For additional information about each step, refer to FEMA's [CPG 101](#).

### Comprehensive Preparedness Guide 101

FEMA's CPG 101 provides guidance for developing emergency operations plans. It promotes a common understanding of the fundamentals of risk-informed planning and decision making to help planners produce integrated, coordinated, and synchronized plans. It applies at all levels of government and allows whole community partners, including private sector businesses and NGOs, to integrate with government planning efforts.

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<sup>10</sup> For more information, see FEMA's Planning Guides website at <https://www.fema.gov/emergency-managers/national-preparedness/plan>.



**Figure 2: Six-Step Planning Process**

Table 3 provides additional detail on how SLTT governments and NGOs can adapt each of the six steps and apply it to the development of an MOA.

**Table 3: Applying the Six-Step Planning Process to MOA Development**

Step	Application for Memorandum of Agreement Development
Step 1: Form a Collaborative Planning Team	The state, local, tribal, and territorial (SLTT) government and non-governmental organization (NGO) should identify the key stakeholders that need to be involved throughout the memorandum of agreement (MOA) development process. These stakeholders should include mass care subject-matter experts, and leadership representatives who can offer guidance, identify priorities, and approve key decisions. When identifying stakeholders, planning team organizers should conduct research on NGOs operating in the community that support underserved communities and encourage their participation. Doing so may help realize more equitable response and recovery outcomes.
Step 2: Understand the Situation	The parties to the MOA should ensure they have a shared understanding of why the MOA is necessary to enhance preparedness, response, or recovery efforts. The parties should consider conditions that would trigger the use of the agreement. The incident type and severity will likely determine the resources and services addressed in the agreement.
Step 3: Determine Goals and Objectives	The SLTT government and NGO should define the objectives of the MOA, ensuring the agreement captures both SLTT government and NGO equities. Relatedly, both parties should clearly identify the specific resource and capability gaps that they intend the MOA to address.
Step 4: Develop the Plan	The parties to the MOA should work collaboratively to determine what information the MOA needs to capture. In addition to those components outlined above in the “Specific Components of a Memorandum of Agreement” section, the SLTT government and NGO should consider whether there are other details that they would like to formally capture in the MOA. In particular, the SLTT government and NGO should ensure that they are as clear and direct as possible when outlining the responsibilities for both parties, how they will operate and interact to ensure unity of effort, and the details of reimbursement for work performed under the MOA.

Step	Application for Memorandum of Agreement Development
Step 5: Prepare and Review the Plan	Both parties should iterate on the specific MOA language in close coordination with their respective leadership, until they reach consensus on the language. Once both parties submit the MOA for legal review and leadership approval, the individuals that supported the development of the plan should ensure they are able to explain the nuances and rationale behind the MOA details, as leadership and the individual(s) providing legal review are often not mass care subject matter experts.
Step 6: Implement and Maintain the Plan	Once leadership has approved and signed the MOA, both parties should incorporate it into any relevant plans, trainings, and exercises. Where possible, exercises that incorporate mass care activities included in the MOA should include representatives from both the SLTT government and NGO. Moreover, both parties should regularly review the MOA—particularly in advance of major disaster seasons in their area—to ensure it still accurately reflects the capabilities and resources of the NGO, SLTT government needs, and other details. If the parties identify necessary changes through this review, the SLTT government and NGO can use this six-step process again to manage the revision (or to develop a completely new MOA, if needed).

The adaptations outlined above are only one potential approach to using the six-step planning process to develop an MOA. **The parties to the MOA should modify the process as needed to make it most useful for their own organizations.**

Moreover, SLTT governments and NGOs should consider their own resources and staff availability when determining how best to execute a specific step. For example, in some cases it might be beneficial for the parties to hold formal working groups to discuss and build consensus around the specific goals and objectives for the MOA. In other cases, the SLTT government and NGO may already have a shared understanding of what the MOA needs to accomplish, allowing them to iterate on aspects of the MOA more informally via email or other less structured venues.

### **Incorporate Legal Reviews into the Development Process Early**

Before an MOA is signed and put into effect, legal representatives from the SLTT government and NGO will need to review and approve the agreement. Whenever possible, both parties to the MOA should work to incorporate their attorneys into the development process.

Rather than waiting until the MOA is ready for legal review, SLTT governments and NGOs should consider integrating their General or Special Counsel into the development team from the **beginning of the process**. Having them involved as early as possible enables them to serve as a partner and guide and provides them with the opportunity to identify issues or concerns in real-time. Moreover, this participation can help ensure they better understand the nuances of the mass care services included in the MOA. As a result, MOAs may be able to move through the legal review and approval process more quickly and avoid the need to reengage to adjudicate issues raised during that legal review.



## Address Information Sharing and Security

The parties to the MOA should consider incorporating details into the agreement language to clarify information sharing methods and address information security concerns. This includes information sharing and security of data internally and between the parties, as well as the handling of survivor data needed for MOA implementation.

Internally, some organizations may have concerns about sharing certain types of information (e.g., providing names of volunteers for donated hours under the PA program). The MOA process can be used to address why such information is required, how the data is handled and what alternatives, if any, may be used to meet the need. Reticence may be due to a lack of understanding of the process for validating the value of donated hours or resources and a desire to protect volunteers if there is no apparent need to know individual names. The parties to the MOA should seek to address this issue early in the process, to avoid complications arising once the parties activate the MOA. To do so, the parties should engage in a discussion about what information needs to be shared in order to ensure proper documentation is provided for services rendered or work performed by the NGO on the SLTT government's behalf, why that information is necessary, and the processes and protocols in place to ensure the information is securely transmitted and stored. The MOA should specifically lay out these terms for the handling of data to help ensure both parties have a shared understanding of information sharing and security expectations and requirements.

In addition to clarifying internal information sharing and security requirements, the parties to the MOA should consider using the agreement to explicitly describe expectations for collecting and reporting sensitive survivor data. While reporting for some mass care activities is often possible using aggregate data, reporting for other activities (e.g., casework related to shelter transition) may require the inclusion of sensitive information. Depending on the nature of the services covered by the MOA, the parties to the agreement should consider including language clearly describing how individuals need to handle PII, proprietary, trade secret, and similar information. This may require a separate agreement in conjunction with the MOA that addresses the collection, use, access, disclosure, security, and retention of information related to implementation of the MOA.

## Ensure the Language is Clear and Direct

Once activated, SLTT governments and NGOs will use the MOA to identify who is responsible for providing specific mass care services, the relevant resources, and the location of where the SLTT government or NGO will provide those services. For this reason, it is important that the language in the MOA is clear, direct, and concise. By using plain language, the drafters of the MOA can help ensure that the details of the agreement are broadly understood by all individuals responsible for implementing the agreement. Additionally, the MOU and any supporting documentation should be created in an accessible format, according to required

standards. As a result, mass care delivery can take place more smoothly and efficiently, avoiding the challenges that can arise when MOA language is vague or ambiguous.

## Consider Promotion of Equitable Recovery Outcomes

Underserved communities often suffer disproportionately from disasters, which then worsens inequities already present in the communities. This cycle increases their risk to future disasters, compounding the challenges these underserved communities face. When developing MOAs, SLTT governments and NGOs should consider tailored solutions that are designed to meet the unique needs of underserved communities. By incorporating equity and the achievement of equitable outcomes as a foundational principle of MOAs for mass care services, the emergency management community can help build a more resilient Nation.

By intentionally developing MOAs that seek to direct mass care resources and services to communities most in need, SLTT governments and NGOs will be better able to counteract disaster inequities. This starts at the earliest stages of MOA development by deliberately defining what equitable outcomes looks like for the underserved communities in question in a manner that can be consistently measured. It should then continue throughout the development and implementation of the MOA to ensure that representatives from underserved communities participate in the planning and drafting of the MOA and any activities to train and exercise the MOA as part of SLTT and/or NGO preparedness efforts.

## Synchronize Communications Related to Memorandum of Agreements

Successful delivery of mass care services following an incident relies on effective, accessible, and coordinated communication with the public. This section outlines two best practices related to public communications. The first focuses on how SLTT governments and NGOs can promote effective public communication during an incident through a well-crafted MOA. The second focuses on the communication that occurs after an SLTT government and an NGO have finalized an MOA, to ensure awareness by key stakeholders prior to an incident.

### *Identify Approaches for Communication During an Incident*

**Chapter 2: Using Non-Governmental Resources** outlined the many benefits of using NGO resources and capabilities to fill gaps in the SLTT response when delivering mass care services. This coordination, however, inherently increases the risk of conflicting, redundant, or confusing public messaging. It is important that during the development of the MOA, both parties clarify how they will approach communication with the public. This includes not only identifying what party will be responsible for messaging different types of information, but also determining how the information is:

- Synchronized and aligned to ensure consistency;

- Inclusive of and accessible for people with disabilities and access and functional needs;
- Updated as the incident evolves to reflect operational realities; and
- Messaged at the appropriate time, for maximum reach and impact.

SLTT governments and NGOs can use the “Responsibilities” section of the MOA—as described above—to clearly define how they will coordinate public messaging related to the aspect of mass care covered by the MOA, to ensure unity of message and avoid confusion. If desired, SLTT governments and NGOs may choose to add a distinct section to the MOA where they describe their communication strategy in detail. This strategy should also include provisions for accessible communication, including how the parties will integrate American Sign Language, Computer Aided Real Time Transcription, and other services.

### *Communicate with Key Stakeholders About the Finalized Agreement*

After finalization, it is important that the details of that agreement are messaged to the stakeholders that may be impacted by the agreement (e.g., emergency management directors, participating NGOs). Both parties should consider developing messaging that outlines the nature of the MOAs, sets expectations for service delivery, and clarifies how the MOA may change any existing relationships or established processes.

This messaging, regardless of its format, should come from both parties to the MOA. By *jointly* messaging the new agreement, SLTT governments and NGOs can help ensure the information reaches the largest number of relevant stakeholders. Additionally, the parties to the MOA should develop the messaging in close coordination with one another, to ensure it is consistent, accessible, and accurately reflects the details of the agreement. By doing so, SLTT governments and NGOs enhance preparedness and can reduce confusion following an incident. Moreover, by conducting robust messaging, SLTT governments may be able to identify other NGOs that are interested in developing a partnership or a formal agreement.

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## CHAPTER 5: IDENTIFYING EXISTING RESOURCES, CAPABILITIES, AND GAPS

Chapter 5 emphasizes the importance of SLTT governments and NGOs working together to identify their existing resources and capabilities. This step helps both parties determine how NGOs can align their resources and capabilities to fill potential SLTT gaps. In addition, this chapter identifies several processes, tools, and resources that SLTT government and NGOs can use to help them in this process of identifying their capabilities and resources.

### Aligning NGO Capabilities to SLTT Needs

NGOs are a critical partner during most incidents as they provide relief services to sustain life, reduce physical and emotional distress, and promote the recovery of disaster survivors. NGOs can undertake a variety of activities and can construct alternative approaches to problem solving. The federal government is often limited in the amount of funding, supplies, and resources it can deploy to support SLTT governments, leaving a gap in necessary resources. Additionally, governments frequently do not have sufficient flexibility to rapidly modify response efforts and recovery programs to address critical community needs hindering the achievement of equitable outcomes. Alternative approaches and capabilities offered by NGOs can assist in closing resource gaps by providing additional funding, supplies, personnel, and other resources as deemed necessary to support the needs of SLTT governments.

It is important that both the SLTT government and the NGO maintain an accurate understanding of their own capabilities and resources. By doing so, SLTT governments will be better able to identify needs in advance of a disaster. Once those needs are identified, the NGO can determine whether they have (or anticipate having) the capabilities or resources needed to address those needs. It is vital that both parties have a **realistic assessment** of the resources available from the servers, and the needs of the served.

Without a realistic assessment, SLTT governments and NGOs may believe they are better prepared to collaborate following an incident to provide mass care services than they actually are. This can result in unanticipated gaps in mass care services following an incident.

### Identification of Resources and Capabilities

This section discusses the Emergency Management Assistance Compact (EMAC) and Mission Ready Packages (MRP), and how they can benefit SLTT governments and NGOs in developing MOAs. In addition, this section identifies other processes that SLTT governments and NGOs can use to identify their available resources and capabilities. Finally, this section

identifies specific tools and resources that are available to support the identification of resources and capabilities during the MOA development process.

## Emergency Management Assistance Compact

EMAC<sup>11</sup> is an all-disciplines mutual aid response that offers assistance between states during a declared emergency or disaster of another state. EMAC responds through a system that allows neighboring-states to send personnel, equipment, supplies, and other commodities to assist with response and recovery efforts to the affected state. Once the details of the agreement between the responding and requesting states have been identified, the terms constitute a legally binding agreement. Using EMAC closes gaps on response efforts, creating a more consistent, coordinated, and effective response.

SLTT governments can use EMAC in a variety of ways to help them identify gaps in resources or capabilities that an MOA with an NGO could help address, including:

- Identifying capabilities and/or resources they requested during previous incidents;
- Reviewing MRPs to identify common capabilities (and their associated resources) that the SLTT government may lack; and
- Reviewing the training and educational resources on the EMAC website to identify best practices for deploying non-governmental resources.

### *Mission Ready Packages*

MRPs are a mutual aid resource used by jurisdictions providing support to SLTT governments requesting assistance. An MRP contains information related to everything needed to conduct a mission (e.g., personnel, equipment, commodities, travel, lodging, meals) identified in a single file with their associated costs. MRPs accelerate the mutual aid processes by clearly identifying any and all elements required to conduct a mission outside the home jurisdiction. They also include an initial deployment period, which is usually two weeks, and the associated costs. Developing and incorporating MRPs into an MOA creates an additional level of preparedness within the responding jurisdiction and allows for a more organized and efficient process to deploy necessary resources.

## Threat and Hazard Identification and Risk Assessment and Stakeholder Preparedness Review

One example of an approach SLTT governments may use to assess their current capabilities and identify gaps is through the Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) assessments. FEMA requires all Homeland Security Grant Program recipients to complete this suite of assessments, however other entities may use this or similar risk assessment methodologies to identify their own capabilities and gaps. The THIRA is a three-step risk assessment process that

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<sup>11</sup> For more information about EMAC, refer to its [website](#).

helps communities understand their risks and what they need to do to address those risks by answering the following questions:

- What threats and hazards can affect our community?
- If they occurred, what impacts would those threats and hazards have on our community?
- Based on those impacts, and the potential frequency of those impacts, what capabilities should our community have?

The outputs from this process lay the foundation for determining a community's capability gaps as part of the SPR. The SPR is a self-assessment of a jurisdiction's current capability levels against the targets identified in the THIRA. Using the targets from the THIRA, jurisdictions identify their current capability. Jurisdictions also identify capability gaps related to planning, organization, equipment, training, and exercises. The results of the THIRA/SPR can, if desired, be a valuable starting point for determining what NGO resources and capabilities SLTT jurisdictions may want to include in an MOA. Using the THIRA/SPR, however, is *not* required. **Organizations should use the process that works best for them.**

## Integrated Preparedness Planning Workshops

The Integrated Preparedness Planning Workshop (IPPW) is a meeting that establishes the strategy and structure for an exercise program, in addition to broader SLTT preparedness efforts. This meeting occurs on a periodic basis depending on the needs of the program and any grant or cooperative agreement requirements. The purpose of the IPPW is to use the guidance provided by senior leaders to identify and set preparedness priorities and develop a multi-year schedule of preparedness activities.<sup>12</sup> The workshops enable:

- Coordination of whole community initiatives;
- Prevention of duplication of efforts;
- Assurance of the efficient use of resources and funding; and
- Avoidance of overextending key agencies and personnel.

During the IPPWs, participation from the whole community ensures preparedness activities are included in the program's priorities. SLTT governments should consider inviting NGOs to participate, including those that they currently partner with and those that they may want to partner with in the future. IPPWs provide an ideal forum for the discussion of SLTT government capability gaps and how the NGOs in attendance may be able to fill those gaps. This meeting could lead to new, informal relationships (which might eventually grow to a formal MOA) or solidify existing intentions to develop an MOA. Moreover, SLTT governments and NGOs can use these workshops to review the effectiveness or necessity of existing MOAs, enabling them to identify lessons learned that can inform future MOA development.

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<sup>12</sup> For more information on IPPWs and their role in preparedness, refer to the [Homeland Security Exercise and Evaluation Program doctrine](#).

## Existing Deliberate Plans

SLTT governments can use their existing deliberate plans as a foundation for a basic gap analysis.<sup>13</sup> By reviewing all direction and assumptions provided in the plan, the SLTT government can assess whether they currently have the capabilities or resources to execute the plan as written. In some cases, this may require significant discussion with specific subject matter experts to determine whether the SLTT government has a potential gap, while other gaps will be more readily apparent. By developing a list of the identified gaps, SLTT governments can determine what services, capabilities, or resources they may need to include in an MOA.

In some cases, a jurisdiction may have already identified certain NGO resources and capabilities in existing deliberate plans. For example, SLTT feeding and sheltering plans may include guidance related to coordinating with NGO prior to or following an incident and may even include a matrix of previously identified NGO resources and capabilities. While these lists may be incomplete or outdated, they can provide a good starting point to validate the accuracy of those plans and work with NGOs to provide a more current understanding of the resources and capabilities they can provide. Even plans that have been superseded or that are significantly out of date may serve as an effective baseline, identifying NGO partners that the jurisdiction has worked with in the past.

## Additional Tools and Resources

It is important to note that many organizations may lack the resources to develop formal MRPs or hold regular IPPWs. Additionally, the THIRA/SPR may not provide sufficient information specific to mass care capabilities, as the FEMA-developed standardized targets do not address all aspects of mass care. Table 4 identifies other tools that organizations can use to identify, categorize, and/or organize their resources and capabilities. **Using these tools can assist SLTT governments and NGOs in determining what capabilities and resources are available and how they may be able to fill SLTT gaps.**

**Table 4: Resources or Tools to Identify, Categorize, and/or Organize Resources and Capabilities**

Resource or Tool	Brief Description
<a href="#">Comprehensive Preparedness Guide (CPG) 201: Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide</a> (May 2018)	Provides guidance for conducting a THIRA and SPR. The THIRA and SPR are interconnected processes that, together, communities use to evaluate their preparedness. The THIRA and SPR processes provide useful information that state, local, tribal, and territorial (SLTT) governments can use to identify capability and resource gaps that a non-governmental organization (NGO) could help address.
<a href="#">Continuity Guidance Circular</a> (February 2018)	This document guides whole community efforts to develop and maintain the capability to ensure continuity of operations, continuity of government,

“A deliberate plan is a plan developed under non-emergency conditions that outline a concept of operations with detailed information on personnel, resources, projected timelines, planning assumptions and risk analysis.” [Comprehensive Preparedness Guide \(CPG\) 101](#), Appendix C, p. 115.



Resource or Tool	Brief Description
	and enduring constitutional government during an emergency that disrupts normal operations.
<a href="#">Guide to Continuity of Government for State, Local, Tribal and Territorial Governments</a> (July 2021)	Describes the relationship between continuity of operations, continuity of government, and enduring constitutional government. The document provides guidance in the form of planning factors to assist non-federal governments achieve viable continuity capability to ensure the resilience and preservation of government in the event of an emergency.
<a href="#">Incident Resource Inventory System (IRIS)</a>	IRIS is a distributed software tool, provided at no-cost by FEMA. It is standards-based and allows for the seamless exchange of information with other instances of IRIS and with other standards-based resource inventory and resource management systems. IRIS allows users to identify and inventory their resources, consistently with National Incident Management System (NIMS) resource typing definitions, for mutual aid operations based on mission needs and each resource’s capabilities, availability, and response time. IRIS automatically uses the national NIMS resource typing definitions cataloged in the Resource Typing Library Tool (RTLTL). IRIS stores data locally on the user’s computer or on the user’s network if configured during installation.
<a href="#">Learn About EMAC and Your Discipline: Mass Care</a>	Provides guidance about how the Emergency Management Assistance Compact (EMAC) can be used to support mass care, as well as guidance for developing a Mission Ready Package (MRP).
<a href="#">NIMS Resource Typing Library Tool (RTLTL)</a>	A catalogue of national NIMS resource typing definitions, job titles/position qualifications, and Position Task Books. National NIMS resource types support a common language for the mobilization of resources (equipment, teams, units, and personnel) prior to, during, and after major incidents. Resource users at all levels use these definitions as a consistent basis when identifying and inventorying their resources for capability estimation, planning, and mobilization.
<a href="#">National Mass Care Strategy</a>	The Memorandum of Agreement (MOA) between FEMA and the Red Cross calls for the parties, in concert with National Voluntary Organizations Active in Disaster, to strengthen response capacity by developing and promulgating a National Mass Care Strategy. The National Mass Care Strategy website provides numerous guidance documents, webinars, and other information about all aspects of mass care.
<a href="#">National Qualification System (NOS)</a> (November 2017)	Establishes guidance and tools to assist stakeholders in developing processes for qualifying, certifying, and credentialing deployable emergency personnel. Promotes interoperability by establishing a common language for defining job titles and by enabling jurisdictions and organizations to plan for, request, and have confidence in the capabilities of personnel deployed for incident from other entities through MOAs, mutual aid agreements, and other compacts.
<a href="#">NVOAD Mass Care Committee - Multi-agency Definitions of Mass Care Terms</a> (September 2019)	Compilation of multi-agency definitions of mass care terms for use as a reference by NVOAD member agencies, emergency managers and mass care practitioners across the nation.
<a href="#">NVOAD Mass Care Committee - Sheltering and Feeding Capabilities Definitions</a> (September 2019)	Defines mass care capabilities and capacities is to assist NVOAD agencies in communicating to emergency management the kinds and quantities of resources necessary to deliver mass care services at the level required to meet the needs of the community.

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## CHAPTER 6: IDENTIFYING AND PREPARING FOR SPECIFIC ROLES AND RESPONSIBILITIES

Chapter 6 emphasizes the importance of clearly defining how the SLTT government and NGO will coordinate and interact when an MOA is activated. This includes defining specific roles and responsibilities related to the services or resources provided by the NGO and how the SLTT government and NGO will coordinate the delivery of those services and resources. In addition, this chapter describes how parties to an MOA can prepare, in advance of an incident, to execute the roles and responsibilities outlined in the MOA.

### Defining Roles and Responsibilities

Among the most critical aspects of developing an MOA is ensuring that the agreement clearly and specifically defines how the SLTT government and NGO will coordinate and interact to deliver mass care services during an incident. **This section of the MOA must clearly describe the agreed upon roles and responsibilities each partner will provide to ensure mission success.** These roles and responsibilities should align with the mutually agreed upon goals, objectives, and target outcomes for the MOA.

It is typically more effective to describe each party's responsibilities separately, beginning with the activities that are an organization's sole responsibility. Next, the MOA should include a description of shared responsibilities, if any exist. In many MOAs, this section of the agreement will be the longest and most detailed, as clarifying responsibilities is the primary purpose of an effective MOA.

Careful consideration should be given to any boundaries of the responsibilities included in the MOA to help ensure that there is no overlap or contradiction. For example, SLTT governments and NGOs should ensure that they include under what circumstances the MOA does and does not apply; whether it applies to the whole of each organization or just a part/component; or whether the provisions only apply at certain times of year or in particular locations.

While all MOAs will be different, there are certain best practices that SLTT governments and NGOs should consider when identifying and drafting the intended responsibilities for each party. Examples of these best practices include, but are not limited to, the following:

- Ensure that agreements are specific and, as much as possible, address “who, what, when and how” questions.
- Ensure that all terms of the agreement are realistic and within the scope of authority for each partner (based on a review of relevant charters, mission statements, and key authorities).

- Use positive language when outlining responsibilities (e.g., state what someone will do, not what they will not do).
- Conduct a joint seminar or tabletop exercise of the functions that are within the organizations' normal responsibilities to ensure a shared understanding.<sup>14</sup>
- Ensure that the wording is direct, clear, and concise; considering any potential ambiguities that could arise when operating under the activated MOA.
- Consider how each organization will assess or evaluate the success of the work completed under the MOA.
- Describe expectations for communication and meetings between the parties (e.g., frequency and method).
- Determine how information sharing will occur between the SLTT government and NGO, making specific reference to any policies or procedures that inform the selected approach.
- Clarify partner responsibilities related to data collection, data sharing, and reporting.

For an example of an MOA that outlines the roles and responsibilities of both parties, refer to [Appendix D: Example Memorandum of Agreement](#).

## Pre-Incident Preparation

It is critical that when an MOA is activated, the NGO is prepared to provide the relevant mass care support to the SLTT government. There are certain activities that NGOs and SLTT governments can perform during steady state to help ensure they are able to quickly execute the roles and responsibilities outlined in an existing MOA. Examples of these activities include, but are not limited to, the following:

- Frequently review an existing MOA to ensure that it is still necessary, and that the NGO is still able to deliver the resources and capabilities outlined in the MOA.
- Maintain an active and ongoing relationship between the MOA parties by holding regular meetings (both formal and informal) of mass care personnel, participating in joint mass care exercises, and conducting joint planning efforts (see the following section for more information).
- Ensure the parties to the MOA have a process in place for the SLTT government to regularly provide the NGO with situational awareness of potential incidents and to notify the NGO in anticipation of MOA activation.
- Notify partners of any significant or notable changes to either party's leadership, workforce, capabilities and resources, and processes/protocols related to mass care service delivery.

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<sup>14</sup> "A discussion-based exercise in response to a scenario intended to generate a dialogue of various issues to facilitate a conceptual understanding, identify strengths and areas for improvement, and/or achieve changes in perceptions about plans, policies, or procedures." *Homeland Security Exercise and Evaluation Program* (HSEEP); Table 2.5: Discussion-Based Exercise Types: Tabletop Exercise.

- Ensure that the parties to the MOA understand approximately how long it takes the NGO to identify staff and/or volunteers and deploy them once the SLTT government identifies a task and the MOA is activated.

These pre-incident activities enhance relationships by helping to ensure both parties have a mutual understanding of each other's processes, procedures, capabilities, and capacities. Moreover, by engaging regularly—rather than only following an incident—SLTT governments and NGOs can build trust between the organizations, which can be a critical component of effective, well-coordinated mass care operations.

## **Incorporation of MOAs into Plans, Exercises, and Training**

Once an SLTT government and NGO have finalized and approved an MOA, they should incorporate that MOA into their emergency operations plans. This ensures that the staff from both parties understand the scope of the MOA, and how it will be activated and implemented during, or prior to, an incident. Moreover, this helps ensure that plans accurately reflect who will be performing certain mass care activities (or providing the resources to do so), to avoid redundancy and promote unity of effort. It is important that the plans developed include many of the specifics included in the MOA, including, but not limited to, the roles and responsibilities, oversight and coordination structures, activation and demobilization directions, and logistical considerations.

After developing or updating a plan to reflect the mass care MOA, it must be widely disseminated to all entities that have responsibilities under the MOA, as well as those who perform related missions. In addition, it is important that all parties to the MOA train their personnel to ensure that they have the knowledge, skills, and abilities needed to perform the tasks identified in the MOA and the relevant plan. Personnel should also be trained on the organization-specific procedures necessary to support those plan tasks. This will help ensure that both parties are able to execute the activities identified in the MOA. Without a workforce trained on the responsibilities outlined in the MOA, the SLTT government and NGO will not achieve their intended outcomes when the agreement is activated, which may lead to unanticipated gaps in mass care services following an incident.

Finally, it is important that NGOs and SLTT governments exercise the plan—specifically the aspects of mass care in the plan that are impacted by the MOA. This enables the parties to review the MOA to determine whether the goals, objectives, decisions, actions, and timing outlined in the MOA (and the associated plan) led to successful outcomes. Whenever possible, the SLTT government and NGO should both participate in the exercise(s) associated with the mass care services included in the MOA. This can help ensure that both parties understand how the MOA works in practice and enables them to further enhance their relationship and build trust. Moreover, exercises can help identify aspects of the MOA that may need to be modified to ensure the most effective possible execution during a real-world incident.

In addition to incorporating the approved MOA into planning, training, and exercise efforts, SLTT governments and NGOs should consider incorporating the MOA into other preparedness efforts. Examples of these efforts include, but are not limited to, the following:

- Considering the resources and capabilities outlined in the MOA when conducting risk and capability assessments;
- Updating budgeting and resource planning efforts to reflect the roles and responsibilities outlined in the MOA;
- Communicating the details of the MOA to key stakeholders; and
- Assessing the effectiveness of the MOA, if activated, in after-action reports and other continuous improvement efforts.

## CHAPTER 7: ELIGIBILITY AND REIMBURSEMENT

Chapter 7 discusses the importance of determining work eligibility as SLTT governments and NGOs discuss reimbursement as part of the MOA development process. The chapter then summarizes key considerations related to reimbursement from the SLTT government directly.

### Ensuring Eligibility Helps Enable Reimbursement

As mentioned above, developing an MOA is critical to ensuring NGOs can receive reimbursement for work performed in support of mass care services. **For this reason, it is important that the SLTT government and NGO clearly define what work, if any, will be reimbursed as part of the MOA development process.** It is also critical that the organization requesting reimbursement engage the Recipient (i.e., state, tribal nation, or territory) early in the formulation of the MOA, to delineate roles and responsibilities specific to the grantee.

If the MOA does not clearly define reimbursement and eligibility requirements, it increases the likelihood that the NGO will not be reimbursed for the resources and capabilities they provide following an incident. Ambiguities related to reimbursement can also slow the speed at which NGOs are able to provide support following an incident.

### Eligibility Requirements

Before work can be reimbursed to the respective parties, SLTT governments and NGOs must come to an agreement about what type of work an SLTT government will reimburse and under what conditions the reimbursement will take place. Including this information in the MOA helps to set expectations and prevent future disputes or questions of eligibility.

Under an MOA for mass care services, there is only one primary source for reimbursement that must be considered:

- An SLTT government can come to an agreement with an NGO partner about what the **SLTT government is willing to reimburse under their own authority.**
- If an SLTT government plans to seek and receive reimbursement for eligible work and costs through the FEMA PA program, it should be understood this is separate and distinct from the commitment of the SLTT to reimburse the NGO for goods or services. **FEMA will only reimburse an eligible PA Applicant for work and costs that are necessary and reasonable and eligible according to PA policy and pursuant to a Presidentially declared major disaster or emergency with PA authorized under Sections 403 or 502 of the Stafford Act.**

## Eligible Work for Reimbursement by SLTT Governments

In some cases, depending on the nature of the agreement, an MOA may identify resources or capabilities that the NGO will provide that the SLTT government will reimburse under their own authority. Reimbursement by an SLTT government will **vary by jurisdiction** (based on applicable laws, regulations, available resources, and other considerations), and it is important that the MOA clearly identifies the specific terms of that reimbursement.

Any questions or ambiguities about what costs are eligible for reimbursement by the SLTT government should be addressed prior to the finalization of the MOA to ensure there is no confusion during or after an incident. Clearly identifying the specific terms of the reimbursement is mutually beneficial to both parties. Explicitly outlining the terms of the reimbursement ensures that the NGO will receive reimbursement for all eligible costs, which they can then reinvest to build their own capacity or help sustain their operations. In addition, SLTT governments will be able to rapidly coordinate the expected NGO resources and capabilities—avoiding questions about reimbursement which can impede mass care delivery—and maintain strong relationships with the NGO for future incidents or preparedness efforts.

## FEMA Public Assistance Eligibility

PA is FEMA's largest grant program, providing funds to assist communities responding to and recovering from major disasters or emergencies. The program provides supplemental funding for emergency protective measures that must be done immediately to save lives, protect public health protect safety, protect improved property, or eliminate or lessen an immediate threat of additional damage<sup>15</sup> and permanently restoring community infrastructure affected by a federally declared incident.

Eligibility for PA supplemental grant funding is dependent on four specific eligibility factors: 1) the Applicant, 2) the facility, 3) eligible work, and 4) eligible costs. For more information and a more detailed explanation of how PA eligibility works, refer to the [PAPPG, Chapter 4: General Work and Facility Eligibility](#).

In some cases, an SLTT government may choose to enter into an agreement with an NGO to leverage the NGO's resources and capabilities. When such resources are deployed by an SLTT government through an agreement or contract they may be considered for reimbursement to the SLTT government by the FEMA PA program. Any such funding would be provided to the PA eligible Applicant, which they may use to compensate the NGO for goods or services rendered; however, an SLTT government reimbursing an NGO for services rendered or work performed should not be dependent on PA program, supplemental funding. As mentioned above, an agreement or contract must be in place to justify that the work is being performed on the Applicant's behalf and at their direction in order to receive

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<sup>15</sup> [PAPPG, Version 4, Chapter 7 Emergency Work Eligibility](#).



funding. These formal agreements with the SLTT government having jurisdiction over a particular incident enable NGOs to receive reimbursement.

For FEMA to provide assistance, the President must declare that an emergency or major disaster exists. The declaration establishes the type of incident, the incident period, the designated areas to which the declaration applies, and the types of approved federal assistance (i.e., PA, Individual Assistance [IA], and/or Hazard Mitigation).

To be considered as eligible work<sup>16</sup> in the context of the PA program for Category B emergency work, the work must be necessary and reasonable and:

- Be required as a result of the declared incident;
- Be located within the designated area, except for sheltering and evacuation activities (which may be conducted anywhere within the declared state, tribal, or territorial jurisdiction); and
- Be the legal responsibility of an eligible Applicant.

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<sup>16</sup> [PAPPG, Version 4, Chapter 7 Emergency Work Eligibility.](#)

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## APPENDIX A: LIST OF ACRONYMS

<b>COAD</b>	Community Organizations Active in Disaster
<b>COVID-19</b>	Coronavirus Disease 2019
<b>CPG</b>	Comprehensive Preparedness Guide
<b>EMAC</b>	Emergency Management Assistance Compact
<b>FEMA</b>	Federal Emergency Management Agency
<b>IA</b>	Individual Assistance
<b>IAPPG</b>	Individual Assistance Program and Policy Guide
<b>IPPW</b>	Integrated Preparedness Planning Workshop
<b>IRIS</b>	Incident Resource Inventory System
<b>ISAA</b>	Information Sharing and Access Agreement
<b>LEP</b>	Limited English Proficiency
<b>MAA</b>	Mutual Aid Agreements
<b>MOA</b>	Memorandum of Agreement
<b>MOU</b>	Memorandum of Understanding
<b>MRP</b>	Mission-Ready Package
<b>NDRF</b>	National Disaster Recovery Framework
<b>NGO</b>	Non-Governmental Organizations
<b>NIMS</b>	National Incident Management System
<b>NRF</b>	National Response Framework
<b>NVOAD</b>	National Voluntary Organizations Active in Disaster
<b>PA</b>	Public Assistance
<b>PAPPG</b>	Public Assistance Program and Policy Guide
<b>PII</b>	Personally Identifiable Information
<b>PKEMRA</b>	Post-Katrina Emergency Management Reform Act
<b>PNP</b>	Private Non-Profit
<b>POC</b>	Point of Contact
<b>PPD</b>	Presidential Policy Directive
<b>RTLT</b>	Resource Typing Library Tool

<b>SLTT</b>	State, Local, Tribal, and Territorial
<b>SPR</b>	Stakeholder Preparedness Review
<b>SRIA</b>	Sandy Recovery Improvement Act
<b>U.S.C.</b>	United States Code
<b>THIRA</b>	Threat and Hazard Identification and Risk Assessment
<b>VOAD</b>	Voluntary Organizations Active in Disaster

## APPENDIX B: GLOSSARY

**Emergency Assistance.** Coordination of voluntary organizations and unsolicited donations and management of unaffiliated volunteers; essential community relief services; non-congregate and transitional sheltering; support to individuals with disabilities and others with access and functional needs in congregate facilities; support to children in disasters; support to mass evacuations; and support for the rescue, transportation, care, shelter, and essential needs of household pets, assistance animals, and service animals.

**Emergency Management Assistance Compact (EMAC).** A national interstate mutual aid agreement that offers assistance during governor-declared states of emergency or disaster through a responsive, straightforward system that allows states to send personnel, equipment, commodities, and other necessary resources to assist with response and recovery efforts in other states during times of disaster. EMAC has been ratified by U.S. Congress (PL 104-321) and is law in all 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands and the Northern Mariana Islands. Through EMAC, states can share resources from all disciplines, protect personnel who deploy, and be reimbursed for mission related costs.

**Emergency Support Function (ESF).** ESFs are the primary mechanism for grouping federal functions most frequently used in emergency management as outlined in the National Response Framework (NRF). ESFs provide the structure for organizing, planning, and deploying federal partner support to domestic disasters and emergencies.

**Equity.** The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

**Individual Assistance (IA).** IA includes a variety of programs available to individuals and households adversely affected by a major disaster or an emergency declaration. These programs are designed to meet disaster Applicants' sustenance, shelter, and medical needs during their path to recovery.

**Integrated Preparedness Planning Workshop (IPPW).** A periodic meeting that establishes the strategy and structure for an exercise program, in addition to broader preparedness efforts, while setting the foundation for the planning, conduct, and evaluation of individual exercises.

**Mass Care.** Congregate sheltering, feeding, distribution of emergency supplies, and reunification of children with their parent(s)/legal guardians and adults with their families.

**Memorandum of Agreement (MOA).** MOAs are documents written between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective. MOAs describe in detail, the specific responsibilities of, and actions taken by, each of the parties so that their goals may be accomplished. MOAs additionally allocate and minimize the risks of each party's participation.

**Memorandum of Understanding (MOU).** MOUs are documents that describe a bilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action, rather than a legal commitment. MOUs describe very broad concepts of mutual understanding, goals, and plans shared by the parties; it does not create duties or legally enforceable liabilities or obligations for any party that is involved.

**Mission Ready Package (MRP).** Specific response and recovery resource capabilities that are organized, developed, trained, and exercised prior to an incident. MRPs are entered into the state/territory resource inventory as an existing resource that is available for both interstate and intrastate use. National Incident Management System (NIMS) Resource Typing and Job Positions Qualifications are integrated into the MRP through the Federal Emergency Management Agency (FEMA)-maintained Resource Typing Library Tool (RTLTL).

**Public Assistance (PA).** PA is FEMA's largest grant program providing funds to assist eligible SLTT Applicants responding to and recovering from major disasters or emergencies declared by the President. The program provides supplemental funding for emergency protective measures that "must be done immediately to save lives, protect public health protect safety, protect improved property, or eliminate or lessen an immediate threat of additional damage" and permanently restore community infrastructure affected by a federally declared incident.

**Recovery.** Recovery includes those capabilities necessary to assist communities affected by an incident to recover effectively. Recovery includes, but is not limited to, rebuilding infrastructure systems; providing adequate interim and long-term housing for survivors; restoring health, social, and community services; promoting economic development; and restoring natural and cultural resources.

**Response.** Response includes those capabilities necessary to save lives, protect property and the environment, stabilize the incident, and meet basic human needs after an incident has occurred. Response is focused on ensuring that the Nation can effectively respond to a threat or hazard, including a threat or hazard with cascading effects.

**Stakeholder Preparedness Review.** The SPR is a self-assessment of a jurisdiction's current capability levels against the targets identified in the Threat and Hazard Identification and Risk Assessment (THIRA). These targets allow jurisdictions to identify their current capability

and how that capability changed over the last year, including capabilities lost, sustained, and built.

**Threat and Hazard Identification and Risk Assessment (THIRA).** The THIRA is a three-step risk assessment process that helps communities understand their risks and what they need to do to address those risks.

**Underserved Communities.** Populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life.

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# APPENDIX C: AUTHORITIES AND FOUNDATIONAL DOCUMENTS

## Authorities

### **Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended, 42 United States Code [U.S.C.] § 5121-5207)**

The Stafford Act authorizes the programs and processes by which the federal government provides disaster and emergency assistance to state and local governments, Tribal Nations, eligible private non-governmental organizations (NGO), and individuals affected by a declared major disaster or emergency. The Stafford Act covers all-hazards, including natural disasters and terrorist events.

### **Sandy Recovery Improvement Act (SRIA), Public Law 113-2**

SRIA, signed into law on January 29, 2013, amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 100-707). The act authorizes the most significant changes to the way the Federal Emergency Management Agency (FEMA) may deliver federal disaster assistance to state, local, tribal, and territorial (SLTT) governments, as well as disaster survivors since the passage of the Stafford Act. The act includes processes for streamlining Public Assistance (PA) program delivery, covering costs for force account labor and equipment, emergency work, (including debris removal and emergency protective measures), and permanent work. For Individual Assistance (IA), the SRIA directed FEMA to provide more objective criteria for evaluating the need for assistance to individuals, a lease and repair program option for housing for disaster survivors, and coverage for childcare expenses under other needs assistance. The Hazard Mitigation Grant Program must also be streamlined. The act also mandates that PA grants and mission assignments in excess of \$1 million be posted on the internet within 24 hours of award or issuance.

### **Post-Katrina Emergency Management Reform Act (PKEMRA) of 2006 (Public Law 109-295)**

PKEMRA clarified and modified the Homeland Security Act with respect to the organizational structure, authorities, and responsibilities of FEMA and the FEMA Administrator. The act enhanced FEMA's responsibilities and its autonomy within the Department of Homeland Security (DHS). Per PKEMRA, FEMA is to lead and support the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Under the act, the FEMA Administrator reports directly to the Secretary of Homeland Security. FEMA is now a distinct entity within DHS, and the Secretary of Homeland Security can no longer sustain or significantly reduce the authorities,

responsibilities, or functions of FEMA—or the capability to perform them—unless authorized by subsequent legislation. The act further directed the transfer to FEMA of many of the functions of DHS’s former Preparedness Directorate.

## **The Disaster Recovery Reform Act of 2018 (PL 115-254)**

The Disaster Recovery Reform Act (DRRA) represents the most comprehensive Emergency Management reform since PKEMRA in 2006. It includes major reforms to FEMA's recovery, and mitigation programs, including: a larger and more reliable funding stream for pre-disaster mitigation, expanded assistance for individuals and households, and support for SLTT governments to develop their own emergency management capabilities. These reforms acknowledge the shared responsibility for disaster response and recovery, aim to reduce the complexity of FEMA, and build the Nation’s capacity for the next catastrophic event.

## **Regulation**

### **Title 44 of the Code of Federal Regulations, “Emergency Management and Assistance”**

The Code of Federal Regulations (CFR) is a codification of the general and permanent rules and regulations published in the Federal Register that contains basic policies and procedures. Title 44 is entitled, “Emergency Management and Assistance,” and Chapter 1 of Title 44 contains the regulations issued by FEMA, including those related to implementing the Stafford Act.

### **Title 2 of the CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”**

2 CFR Part 200 is an Office of Management and Budget (OMB) reform of regulations that apply to federal financial assistance, streamlining the language from eight existing OMB circulars into one consolidated set of guidance in the Code of Federal Regulations. 2 CFR Part 200 provides guidance on the administrative aspects of federal grants (e.g., how grants are awarded, managed, audited, and closed out).

## **Foundational Documents**

### **National Disaster Recovery Framework (NDRF), June 2016**

The NDRF is a guide that enables effective recovery support to disaster impacted SLTT jurisdictions. The NDRF provides a flexible structure that enables disaster recovery managers to operate in a unified and collaborative manner. The NDRF also focuses on how best to restore, redevelop, and revitalize the health, social, economic, natural, and environmental fabric of the community and build a more resilient Nation.

The NDRF is consistent with the vision set forth in Presidential Policy Directive (PPD)-8 “National Preparedness,” which directs FEMA to work with interagency partners to publish a recovery framework. The NDRF is the first framework published under PPD-8 reflecting the core recovery capabilities by supporting operational plans as an integral element of a National Preparedness System. The NDRF is a first step toward the PPD-8 objective to achieve a shared understanding and a common, integrated perspective across all mission areas (prevention, protection, mitigation, response, and recovery) to achieve unity of effort and make the most effective use of the Nation’s limited resources.

### **National Response Framework (NRF), October 2019**

The NRF is an essential component of the National Preparedness System mandated in PPD-8 and supersedes the original NRF released in 2008. The framework sets the doctrine for how the Nation builds, sustains, and delivers the response core capabilities identified in the National Preparedness Goal. The NRF is built upon scalable, flexible, and adaptable coordinating structures identified in the NIMS to align key roles and responsibilities across the Nation, linking all levels of government, NGOs, and the private sector. The term “response,” as used in the NRF, includes actions to save lives, protect property and the environment, stabilize communities, and meet basic human needs following an incident. Response also includes the execution of emergency plans and actions to support short-term recovery.

### **National Incident Management System (NIMS), October 2017**

NIMS is a set of principles that provides a systematic, proactive approach to guiding government agencies at all levels, NGOs, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

### **Public Assistance Program and Policy Guide (PAPPG)**

The PAPPG is a comprehensive, consolidated program and policy document for the PA program. This guide provides high-level program delivery information, policy language, and guidance describing important aspects of the PA program that occur throughout the entire program delivery lifecycle. The PAPPG guides FEMA staff in decision-making and ensure consistent implementation of the PA Program across the Nation. The current version of the PAPPG at the time of publication of this Guide is Version 4. The following link will provide access to the most current version: <https://www.fema.gov/assistance/public/policy-guidance-fact-sheets>.

## **Individual Assistance Program and Policy Guide (IAPPG), Version 1.1, May 2021**

The IAPPG consolidates policy statements for all IA programs. The IAPPG is intended to provide a comprehensive policy resource for SLTT governments, non-governmental partners, and other entities who participate in or support disaster survivors with post-disaster recovery.

## **Building Private-Public Partnerships Guide, July 2021**

The Building Private-Public Partnerships Guide is an effort to build on the recent NRF update (2019), which focused on non-governmental capabilities to stabilize community lifelines and the continued need for aligning government efforts with the private sector. A variety of private-public structures exist to reflect the interconnected and complex environment that emergency managers operate within the context of more frequent and severe incidents

## **Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans, September 2021**

CPG 101 provides guidance from FEMA on the fundamentals of planning and developing emergency operations plan. The guide describes the steps to produce an emergency operation plan, possible plan structures and components of a base plan and its annexes. CPG 101 shows how emergency operations plans connect to planning efforts in all five mission areas.

# APPENDIX D: EXAMPLE MEMORANDUM OF AGREEMENT

This appendix provides an example Memorandum of Agreement (MOA) developed between a state, local, tribal, or territorial (SLTT) government and a non-governmental organization (NGO) for mass care services. The example may not include all information that an SLTT government and an NGO will want to include in their MOA and may include information that is not necessary for all MOAs, depending on the nature of the agreement. Rather, the intent of this example MOA is simply to **depict one effective approach to developing an MOA for mass care services.**

## Memorandum of Agreement Between

Texas Division of Emergency  
Management And

Feeding Texas  
Regarding Disaster Response by Texas  
Food Banks

### I. Parties

- a. This Memorandum of Agreement (hereinafter referred to as “MOA”) is made and entered into by and between the **Texas Division of Emergency Management (“TDEM”)**, whose address is *Redacted*, and **Feeding Texas (“FT”)**, whose address is *Redacted*, collectively known as the “Parties.”
- b. FT represents a network of 21 food banks across the state, each with its respective service territory, that collectively cover all 254 counties in Texas. When a disaster strikes, FT will work in conjunction with the appropriate food bank(s), both within and outside the disaster area, to coordinate a response, per the terms of this MOA. See Attachment A for a map of food bank service territories. In this MOA, food banks will be referred to as “FT Network Member(s)”.

### II. Background and Purpose

- a. Pursuant to Section 418.002, Texas Government Code, TDEM is responsible for coordinating efforts with the federal government and other departments and agencies of state government, with county and municipal governments and school boards, and with private agencies that have a role in emergency management.
- b. Pursuant to Section 418.042 (a)(16), Texas Government Code, TDEM is responsible for preparing and keeping current a comprehensive state emergency management plan that may include provisions for

quickly replenishing the food supplies or area food banks or food pantries following a disaster.

- c. TDEM is authorized by Texas Government Code, Chapter 418, Texas Statutes, to prepare for and respond to states of emergency/disaster, including the provision of supplies to local areas affected by the emergency.
- d. The purpose of this MOA is to utilize the FT Network's infrastructure and capacity to source, store, transport, and distribute food, water, supplies, trucks, equipment and personnel in a coordinated disaster response with TDEM.
  - i. Recognizing the FT Network's inherent capability to respond to disaster and prior to the activation of this MOA, FT Network Members will first respond to any local disaster with product that they have on hand and any supplemental product they receive as donations from the community, such that they are able to without disrupting their normal distributions.
- e. This MOA can be activated in response to all public hazards, including natural and human caused disasters. The process for activating this MOA is outlined below.

### III. Term and Termination

- a. This MOA is effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOA. The term shall continue for three (3) years, or until terminated by either party.
- b. This MOA is eligible for renewal, and renewal shall be negotiated up to six (6) months prior to the expiration of this MOA.
- c. Termination of this MOA by either Party requires a thirty (30) day written notice delivered by hand or certified mail to the address listed below.
- d. In the event that FT and its Network Member(s) wish to terminate the MOA early, FT Network Member(s) will be responsible for the cost of transporting any state-owned product to a specified drop-off location, as determined by TDEM. In the event that TDEM wishes to terminate the MOA early, TDEM will be responsible for said cost.

### IV. Storage/Staging of TDEM Product

- a. This portion of the MOA will be activated when:
  - i. TDEM requests to store/stage product in a specific FT Network Member's facility. TDEM will communicate their request to FT, and FT will coordinate with its Network Member(s).
  - ii. TDEM's choice of where to store their product is their own, but it may be limited by a specific FT Network Member's capacity at any given time.
- b. Responsibilities of TDEM
  - i. TDEM shall retain control of all product shipped to designated FT Network Member locations. All FT Network Member locations are

listed in Attachment B.

c. Responsibilities of FT & FT Network Members

i. Inventory Control

1. FT will provide all location and site contact information to TDEM as required for execution of the MOA.
  2. Inventory identified in the “Palletized Water and Shelf Stable Food Products Storage Form” (Attachment C) to this agreement will not be moved out of the designated location after the initial delivery, unless authorized by TDEM. FT Network Member(s) will maintain copies of these forms for their records and provide a copy to FT. FT will compile these documents and provide copies to TDEM.
  3. FT Network Members have the authority to reposition inventory, due to space restrictions within a specific warehouse.
  4. FT Network Members shall establish a unique SKU in their respective warehouse systems to account for all different product types received and held for TDEM. The standard unit of measure will be one (1) pallet. These units of measure will be utilized consistently in storage/inventory reports and distribution reports.
  5. Physical Inventories of the material will be conducted not less than quarterly. Reports are due 30 calendar days from quarter end (January 31, April 30, July 31 October 31). Results and inventory reports, in Excel format, will be provided by FT Network Member(s) to FT, and FT will provide these to the designated TDEM point of contact.
  6. Inventory shrinkage due to product damage, possible infestation, facility damage, product degradation, etc., will be reported within 72 hours to TDEM’s point of contact listed below. None of these situations will be the fiscal responsibility of FT or FT Network Member(s). Damaged material may be held for inspection by TDEM if requested upon notice of damage.
  7. Audits of the product may be conducted by TDEM with no less than 7 days advance notice. At that time, all material will be made available for inspection and/or counting of product.
  8. Product will be assessed on an annual basis for expiration, and FT, on behalf of their Network Member(s), will request for product that is nearing its expiration to be distributed, with approval from TDEM. Water will be stored for no longer than one (1) year before distribution.
- d. The rate charged for ongoing storage/staging of product will be based

off a fair market value and mutually agreed upon between TDEM and FT, with FT consulting the appropriate FT Network Member(s).

V. Distribution of Product

- a. This portion of the MOA will be activated when:
  - i. TDEM requests that their product be distributed to aid in relief of a disaster;
  - ii. Feeding Texas requests that TDEM-owned product be distributed to aid in relief of a disaster and approval is given by TDEM; or
  - iii. FT requests that TDEM-owned product be distributed because it is nearing the end of its shelf life and approval is given by TDEM.
- b. Responsibilities of TDEM
  - i. When a request is made by TDEM to distribute product held at an FT Network Member's facility, TDEM shall provide FT with notice within forty-eight (48) hours prior to the distribution or movement of the inventory. FT will be responsible for notifying the appropriate FT Network Member(s).
  - ii. When a request is made by FT, on behalf of an FT Network Member, to distribute TDEM product, TDEM will respond to the request within forty-eight (48) hours of receiving the request.
- c. Responsibilities of FT & FT Network Members
  - i. Each FT Network Member will coordinate with FT to communicate their needs and consolidate their requests for release of TDEM product.
  - ii. All distribution of TDEM's material shall require TDEM's initial approval and all product movement will be reported to TDEM. This will include quantities of product in the agreed units of measure, destination, and date distributed. Once approval for distribution is granted to FT Network Member(s), FT Network Member(s) will have the discretion to distribute the product to various locations within its service territory (see Attachment for A for FT Network Member service territories).
  - iii. When product is transferred from a FT Network Member that is storing TDEM-owned product to another FT Network Member for disaster distribution, the cost of moving the product will be paid by the storing FT Network Member and is eligible for reimbursement by TDEM.
  - iv. FT Network Members will make every reasonable effort to fulfill state-designated missions and distribute product to designated shelters or other emergency locations prior to the commencement of the disaster as requested by the State.
  - v. Post-commencement of the disaster, FT and FT Network Members will work with all State partners to continue distributions as conditions allow. Power outages, facility damages, or personnel issues may hinder these efforts and are out of the control of the FT network. Product shall be made available to State personnel for distribution as conditions allow. TDEM must coordinate retrieval of their product with the FT Network Member(s) by making an appointment with a twenty-



four (24) hour notice.

- vi. All outbound product movement shall be recorded by each FT Network Member storage location and reported to FT, who will consolidate and report to TDEM. Remaining inventory reporting may be required, and each FT Network Member shall provide inventory information as quickly as possible.

## VI. Procurement

- a. This portion of the MOA will be activated when:
  - i. TDEM requests that FT and its FT Network Member(s) assist in procuring product to aid in disaster relief; or
  - ii. FT and its FT Network Member(s) determine that procurement of additional food, water, supplies, trucks, equipment and personnel is necessary to meet the needs of the citizens during disaster.
- b. Responsibilities of TDEM
  - i. TDEM will coordinate with FT as necessary to ensure the most efficient use of resources to respond to the disaster.
- c. Responsibilities of FT & FT Network Members
  - i. Product procured by FT Network Member(s) is the property and responsibility of the FT Network Member that purchases said product, regardless of later reimbursement by TDEM.
  - ii. FT Network Member(s) will coordinate with FT and TDEM as necessary to ensure regional coordination and the best use for resources in the disaster response.
    - 1. Charitable donations, FT Network Resources, and TDEM-owned product should all be considered and utilized, when possible, prior to any additional procurement taking place.
  - iii. Each FT Network Member will do everything in its power to procure the necessary food, water, supplies, trucks, equipment and personnel at the lowest cost possible, following their procurement guidelines.
  - iv. Each FT Network Member will do everything in its power to not procure any product beyond what is necessary to aid in the disaster response.
- v. Eligible items for reimbursement include:
  - 1. Food, including for distributions to clients or hot meals provided at shelters, at fair market value.
  - 2. Water, at fair market value.
  - 3. Office and/or packing supplies, at fair market value.
  - 4. Staffing, including overtime paid to current staff or the hiring of temporary staff, at fair market value.
    - No reimbursement will be given for time donated by volunteers.
  - 5. Equipment, purchased or leased, at fair market value.
    - When possible, this MOA will use the prices set by FEMA in their [Schedule of Equipment Rates](#) to determine the fair market value.
  - 6. Transportation, including purchasing or leasing disaster-specific distribution vehicles and booking freight through transportation companies, at fair market value.

- vi. Distribution of product procured under this section of the MOA will follow the same guidelines as outlined above in the “Distribution of Product” section, except the FT Network Member(s) can distribute this product for disaster relief at will.

#### VII. Post Final Disaster Response

- a. This portion of the MOA will be activated when:
  - i. Any TDEM-owned product has been distributed; or
  - ii. Any product procured by the FT Network remains at the end of a disaster response.
- b. Responsibilities of TDEM
  - i. Once TDEM is made aware of any TDEM-owned product unused for disaster response, TDEM shall advise FT of what to do with said product (store, distribute, discard, etc.).
- c. Responsibilities of FT & FT Network Members
  - i. Reconciliation of TDEM-Owned Product
    - 1. Reconciliation of all TDEM-owned product held in inventory pursuant to this MOA shall be done within 30 days after the final disaster response distribution event. A final inventory report will be issued by each FT Network Member and sent to FT, who will consolidate and report to TDEM at that time.
    - 2. The expiration dates of all product will be assessed for practicality of ongoing storage. This will take into consideration time of year and probability of usage prior to expiration.
  - ii. Reconciliation of Product Procured by the FT Network
    - 1. TDEM shall be made aware of any product that was procured by the FT Network Member(s) to aid in disaster response that was not distributed for this purpose.
    - 2. After a complete inventory is taken, the FT Network Member(s) that originally purchased the product will add this product into their regular distributions.
    - 3. FT and their FT Network Member(s) will not seek reimbursement for any product that was procured, but not distributed, for disaster relief, unless the procurement was made at the request of TDEM.

#### VIII. Point of Contact

- a. The parties agree that all notices provided under or pursuant to this MOA shall be in writing, either by hand delivery, or first class certified mail, return receipt requested, or nationally recognized overnight delivery service (by way of example, Federal Express) to the contract representative identified below at the address set forth below and said notification shall be attached to the original of this MOA.
- b. In the event of a change to the point of contact, the new point of contact will notify the other party of this change within 30 days by written notice delivered by hand or certified mail to the address listed below.
- c. The Point of Contact for TDEM is:

Name: *Name Redacted*  
Email: *Email Redacted*  
Telephone: *Telephone Redacted*  
Address: *Address Redacted*

d. The Point of Contact for FT is:

Name: *Name Redacted*  
Email: *Email Redacted*  
Telephone: *Telephone Redacted*  
Address: *Address Redacted*

IX. Miscellaneous

- a. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties.
- b. Liability - Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 101.025, Civil Practice and Remedies Code, Texas Statute. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- c. Amendment - Either Party may request changes to this MOA. Any changes, modifications, revisions or amendments to this MOA that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOA.
- d. Value of MOA – FT and FT Network Members shall not pursue duplicate funding, grants, or other types of compensation from the State of Texas in association with the activities prescribed under this MOA.

VII. Reimbursement

- a. Per activation of this MOA, TDEM will reimburse FT, on behalf of FT Network Members, for any expenses incurred over and above their normal operating expenses caused by the provision of care for the citizens during a disaster.
- b. FT will submit an invoice for reimbursement, on behalf of FT Network Members, within thirty (30) days of final disaster response distribution. All costs for which FT seeks reimbursement must be documented and must show that they are attributable to the incident response. Invoices shall be paid no later than thirty (30) days after submission. In addition to the costs incurred by FT network Member(s), FT is entitled to reimbursement for its own expenses reasonably incurred under the terms of this agreement, payable upon the presentation and approval by TDEM.
- c. For ongoing storage/staging of product, FT will submit an invoice for reimbursement, on behalf of FT Network Member(s), on the fifteenth (15<sup>th</sup>) day of each month for the previous month's costs, as negotiated under the terms

of this agreement. Once reimbursement is received from TDEM, FT will then reimburse those FT Network Member(s) directly.

X. Confidentiality

- a. FT acknowledges that it may be given during the term of this Agreement certain confidential and proprietary information and materials of TDEM, including information concerning the organization and operations of TDEM. Such information and materials shall be the sole and exclusive property of TDEM, and FT agrees that it will not disclose such information or material to any person whatsoever without the explicit written consent of TDEM. FT agrees to return to TDEM promptly upon termination of this Agreement all documents and other tangible material, including all copies thereof, relating in any way to this Agreement.

XI. Work Product

- a. Notwithstanding anything contained herein, FT agrees that any and all written product created or compiled by FT pursuant to services provided under this Agreement, including, but not limited to, all compilations of data, drafts of proposals, final proposals, or any other such services (“Work Product”) shall be privileged and the sole and exclusive property of FT.

XII. Indemnity

- a. FT shall indemnify, defend and hold TDEM harmless from and against any and all claims, losses, causes of action, damages, penalties, taxes, fines, expenses (including attorney’s fees, court costs and other direct or indirect costs incurred in any litigation, negotiation, settlement or alternative dispute resolution) arising out of or in connection with or related to this Agreement or the services provided by FT hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

TEXAS DIVISION OF FEEDING TEXAS  
EMERGENCY MANAGEMENT

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# APPENDIX E: MEMORANDUM OF AGREEMENT TEMPLATE

See below for a Memorandum of Agreement (MOA) template that state, local, tribal, and territorial (SLTT) governments and non-governmental organizations (NGO) can use as a starting point when developing their own agreement. **SLTT governments and NGOs should modify or add to the template, as needed**, to ensure the MOA captures all necessary information about the details of the agreement.

## MEMORANDUM OF AGREEMENT (MOA)

Between

---

[PARTY A]

And

---

[PARTY B]

This is an agreement between “Party A” hereinafter called

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*[Insert commonly called name or acronym for Party A]*

And “Party B” hereinafter called

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*[Insert commonly called name or acronym for Party B]*

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- I. PARTIES:** *Includes information on the entities and organizations involved in the MOA. In addition to simply identifying the parties to the MOA, the purpose of this section is to educate parties on each other’s organization, roles, authorities, and programs to increase transparency and improve coordination during incident response and recovery.*

**A. Party A**

Primary Mission: [Briefly describe the main mission of Party A]

Specific Activities: [Include a paragraph or two of what specific activities Party A undertakes to support their mission]

**B. Party B**

Primary Mission: [Briefly describe the main mission of Party B]

Specific Activities: [Include a paragraph or two of what specific activities Party B undertakes to support their mission]

- II. AUTHORITIES:** *Specifically states the legal basis for the parties to enter into the MOA. This may include the state laws, local ordinances, tribal resolutions, regulations, or other applicable authorities.*

- III. PURPOSE:** *Outlines the main reason for the coordination and agreement between the parties. This section should include a concise statement discussing the intention of the MOA to memorialize the communication and collaboration efforts required by the MOA. This section does not need to address specific details of the agreement.*

- A. The purpose of this MOA is to clearly describe the roles and responsibilities of each party as they relate to:** [Description]
  - B. In particular, this MOA is intended to:** [Description]
- IV. BENEFITS:** *Outlines the economic, logistical, or other benefits that the MOA may provide to the parties entering into the agreement.*
- V. DEFINITIONS:** *Defines key terms in the agreement to ensure all parties share a common vocabulary, especially any terms that are specific or unique to the circumstances of the agreement.*
- VI. RESPONSIBILITIES:** *Explains how the purpose would be executed, summarizing the roles and responsibilities of each party. This section should describe the services or resources to be provided, in enough detail to ensure that the purpose of the agreement will be fulfilled.*
  - A. Party A Responsibilities:** [Detailed Description of Responsibilities]
  - B. Party B Responsibilities:** [Detailed Description of Responsibilities]
  - C. Shared Responsibilities:** [Detailed Description of Responsibilities]
- VII. POINTS OF CONTACT:** *Designates responsible parties for maintaining the terms of the MOA. As staff rotation is common, it is important to include points of contact (POCs) along with methods to update contact information.*
  - A. Party A POC/Chain of Command:** [Name and Contact Information]
  - B. Party B POC/Chain of Command:** [Name and Contact Information]
- VIII. EFFECTIVE DATE:** *Establishes the date the MOA goes into effect.*
  - A. This MOA is in effect as of:** [Date]
- IX. GOVERNANCE STRUCTURE AND OPERATIONS OVERSIGHT:** *Specifies who is responsible for overseeing the agreement and how those personnel communicate policies and procedures to guide the agreement's implementation and operation. Being clear about the governance structure can expedite decision making, reduce the time required to request assistance, and ensure all parties understand the chain of command.*
- X. REPORTING AND DOCUMENTATION:** *Specifies whether follow-up reports or documentation of actions taken are required and states how often and to whom they are to be submitted. As part of this section, the parties should clarify expectations for information handling and storage, including clear definitions of information sharing and requirements and processes. Using aggregate data may be sufficient in reporting and documentation for many mass care activities (i.e., including specific names may not be necessary; instead, reporting and documentation can include general location data and the number of individuals requiring support).*

*For other activities (e.g., casework during shelter transition), this section may need to include language on how the parties will securely use, store, and report Personally Identifiable Information (PII). Finally, this section may also need to define the process by which the parties will obtain permission from applicants to share their information (e.g., including a disclaimer when applications register for assistance, requiring a separate signed form), including the development of legally sufficient language request that permission.*

- XI. ACTIVATION CONSIDERATIONS:** *Lists the types of events that might trigger action under the agreement. Agreements may be limited to particular types of emergencies or may include all hazards. Most often, action under the agreement will be triggered by a request for assistance. However, the agreement may have limits on the types of circumstances under which such a request should be made; for example, only when a certain type of emergency occurs, or only when the requesting party's resources have been exhausted. All parties in the MOA should understand approximately how long it takes the NGO to identify staff and/or volunteers and deploy them once the SLTT government identifies a task and the MOA is activated. This section should also include information about who has the authority to activate the MOA and the notification process to ensure all relevant parties are aware of the activation.*
- XII. LOGISTICS:** *Outlines any logistical considerations related to deploying, transporting, staging, or housing NGO resources, or providing external resources to the NGO. This section should include who is responsible for funding and coordinating the logistical requirements.*
- XIII. MODIFICATION:** *Describes how changes are made, who has the authority to make a change, and how participating organizations will be notified.*
- XIV. REIMBURSEMENT:** *Discusses the terms and agreements for the work that SLLT government is willing to reimburse, and any details related to the timeline, conditions, and nature of the reimbursement.*
- XV. BUDGET AND COST-SHARE CONSIDERATIONS:** *Includes information relating to the budget for this MOA and which parties are responsible for which costs incurred during an incident.*
- XVI. TRANSFER:** *Outlines conditions under which an MOA may need to be modified or terminate due to the need to transfer agency resources and oversight.*
- XVII. TERMINATION:** *Outlines conditions that allow parties to formally end their involvement in the MOA, either singularly or as a group. This section acknowledges that parties may disagree and if amendments cannot be reached, prescribes a method for exiting the agreement. In the spirit of collaboration, consider requiring notifications and/or consultation before the termination.*
- XVIII. SUNSET PROVISION:** *Outlines when the MOA will formally end, unless re-signed.*



**XIX. DEMOBILIZATION:** *Identifies the individual(s) with the authority to end an activation and outlines how the demobilization of resources will occur.*

**XX. OTHER PROVISIONS:** *Includes additional information that is deemed necessary when developing the MOA.*

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**Signature and date of Party A and Party B:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Party A: \_\_\_\_\_ Party B: \_\_\_\_\_

