

INTER-GOVERNMENTAL / INTER-AGENCY AGREEMENT

Between

**Virginia Department of
Emergency Management (VDEM)**

9711 Farrar Court Suite 200
Richmond, Virginia 23236

and Town of Warrenton, VA (INSERT NAME OF ENTITY)

Address: 21 Main Street

Warrenton, VA 20186

Contact Person: _____,

State Coordinator, VDEM

Entity Official Name: Frank Cassidy

Entity Official Email: fcassidy@warrentonva.gov

Entity Official Work #: (540) 347-1101

Entity Official Cell #: (540) 878-0537

Period of Performance: XX/XX/2025 - XX/XX/2027

INTRODUCTION

Pursuant to Code of Virginia § 44-146.14, the Virginia Department of Emergency Management (VDEM) coordinates interstate/intrastate mutual aid for the Commonwealth of Virginia. VDEM is authorized to enter into this Intergovernmental Agreement with Town of Warrenton, VA (INSERT NAME OF ENTITY) pursuant to Virginia Code § 44-146.18.E.

TERMS AND CONDITIONS

- This Intergovernmental Agreement (Agreement) establishes an agreement between **VDEM** and Town of Warrenton, VA (INSERT NAME OF ENTITY) for the provision of resources (personnel, equipment, commodities, supplies, technologies, goods, services, etc.) in support of emergency management activities within Virginia as well as other states and territories.

This Agreement will be renewed biennially.

- All resources identified/assigned to support a VDEM resource request enacted through this Agreement will be an operational resource of VDEM and the Commonwealth of Virginia throughout the duration of the request. The Responding Entity reserves the right to recall the resource at any time should the need arise for the resource to support needs within their locality/tribal jurisdiction/agency. Recall of resources must be made to VDEM in writing for documentation purposes but can be initiated verbally.
- Any and all responsibilities, liabilities, claims, etc. are the responsibility of the Responding Entity, except as otherwise specified in the Code of Virginia.
- Travel arrangements, per diem rates, and other costs will be as outlined in the VDEM resource request.
- The Responding Entity shall estimate all resource related costs prior to responding and shall submit the cost estimate to VDEM for consideration. Initially, costs incurred are the responsibility of the Responding Entity unless otherwise agreed upon by the Responding Entity and VDEM.
- Responding Entity Personnel assigned to or in support of the agreement will continue to be paid by their employer and will continue to receive their employer provided benefits as if working at their home station. Responding Entity Personnel assigned to or in support of the agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in

providing aid under this agreement except as otherwise specified in the Code of Virginia - Immunity and Liability - § 44-146.23.

- VDEM assumes no responsibility/liability for provided resources other than to submit the completed reimbursement packets through the reimbursement process and the transmittal of reimbursement to the Resource Provider.
- By signature below, I acknowledge that my jurisdictional resources have been briefed on self-deployment and acknowledge that resources of Town of Warrenton, VA (INSERT NAME OF ENTITY) will not support any resource requests unless otherwise authorized by an existing mutual aid agreement held by my jurisdiction with the requesting jurisdiction and/or unless authorized as outlined in mutual aid law within the Code of Virginia. My jurisdiction understands that any resource(s) deploying intrastate/interstate without authorization will be deemed as a spontaneous unaffiliated volunteering effort(s) and that VDEM, as the Representative Agent of the Commonwealth of Virginia, will not support the request or its reimbursement efforts. It is fully understood that the cost, risk, liability and reimbursement for unauthorized actions lies solely upon my jurisdiction.

REIMBURSEMENT ACKNOWLEDGEMENT:

As a duly authorized representative of Town of Warrenton, VA (INSERT NAME OF ENTITY) by my signature below, I hereby acknowledge the following reimbursement basics when applicable for intrastate emergency management missions or Emergency Management Assistance Compact (EMAC) missions:

- Fiscal responsibility (up-front costs) for the deployment is the responsibility of the Responding Entity, i.e., State Agency, Locality, Tribal Government or Host Jurisdiction, unless otherwise designated.
- The Responding Entity will submit reimbursement packets to its employer for processing as soon as possible upon completion of the deployment. VDEM recommends that the responding entity submit the reimbursement packet to its employer within 10 days of completion of the deployment.
- The Employer or Fiscal Responsible Agent of the responding entity will submit a completed reimbursement "packet" to VDEM Logistics Support and Coordination Division or as directed for review within 30 days of completion of the deployment. The VDEM Logistics Support and Coordination Division will provide the responding entity with a reimbursement packet checklist for guidance. Failure to provide the proper reimbursement packet in a timely manner will delay the reimbursement process.
- VDEM will submit the reimbursement packet to the appropriate fiscal entity based on the nature of the mission (inter/intrastate mission).
- VDEM and the Commonwealth of Virginia do not provide reimbursement to the Responding Entity until funds are received from the applicable fiscal agent. VDEM will transmit reimbursement to the responding entity in a final lump sum amount for the authorized/eligible expenses.
- Reimbursement may take extended periods of time to be processed based on the processes of the applicable fiscal agent or delays in the provision of the required reimbursement documentation. Neither VDEM, nor the Commonwealth of Virginia, guarantees reimbursement, and neither VDEM nor the Commonwealth of Virginia are liable for any unreimbursed expenses.
- The State Agency, Locality / Tribal Government will NOT receive reimbursement until funds are received by VDEM from the applicable fiscal entity.

ALTERATIONS AND AMENDMENTS

This Agreement may only be amended by VDEM. Changes to or modifications of this Agreement must be requested in writing to the VDEM Logistics Support and Coordination Division Director. The VDEM Logistics Support and Coordination Division Director will review the requested change with VDEM Leadership and Counsel and provide a written response back to the Requestor with a decision.

TERMINATION

The Parties may terminate this Agreement upon 30 days written notice to the undersigned. If this Agreement is so terminated by VDEM, the resource provider will be liable for costs incurred in accordance with the terms of this Agreement after the effective date of termination. Work on language regarding costs paid by requesting entity following termination of the agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year as specified below. This Agreement contains all the terms and conditions agreed upon by the parties either as noted or as attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement does not confer any rights on third parties. Nothing in this agreement shall be construed to waive the sovereign immunity of the Commonwealth of Virginia, VDEM, or the responding entity.

BY: _____
(VDEM, STATE COORDINATOR SIGNATURE)

(DATE)

_____, State Coordinator
Virginia Department of Emergency Management

BY: _____
(ENTITY OFFICIAL SIGNATURE)

(DATE)

Frank Cassidy _____ Entity official for
Town of Warrenton, VA _____ (INSERT NAME OF ENTITY)