



FEMA

**Memorandum of Understanding
between
The American Public Works Association
and the
Federal Emergency Management Agency**

I. Purpose

This Memorandum of Understanding (MOU) establishes an agreement between the American Public Works Association (APWA) and the Federal Emergency Management Agency (FEMA) to promote greater understanding and coordination of emergency management programs, such as mitigation, preparedness, response, and recovery carried out by emergency services personnel, including public works emergency officials in communities across America.

II. Authority

FEMA and APWA have entered into this agreement pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206; Executive Order 12148, as amended; and 44 C.F.R. Part 206.

III. The Parties

- a. The American Public Works Association (APWA), originally chartered in 1937, is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works, goods and services. APWA is the largest and oldest organization of its kind in the world, with headquarters in Kansas City, Missouri, an office in Washington, D.C., and 64 chapters throughout North America. APWA's 29,000 members design, build, operate, manage, administer and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings, and other structures and facilities essential to our nation's economy and way of life.

Public works agencies oversee a wide range of emergency response functions including: damage assessment, health and safety code enforcement, essential services restoration, infrastructure reconstruction, debris removal, and drainage and flood control.

Public works is called upon when emergency events occur as a result of many different types of hazards. Many of these events can produce severe damage to public facilities and cause reduction or interruption of services to the public and other governmental operations. This leads to especially strong public works roles in helping develop defenses against hazard potentials (prevention/mitigation) and in overcoming problems created by disasters (recovery). In addition, public works is ready to perform properly when disaster strikes (preparedness) and to serve as an essential member of a community's team of first responders once hazardous events take place (response).

- b. The Federal Emergency Management Agency (FEMA), coordinates the federal government's role in preparing for, preventing, mitigating the effects of, responding to, and recovering from all domestic disasters, whether natural or man-made, including acts of terror.

FEMA relies on its legislative authorities and strong partnerships with Federal, state, tribal, and local governments; voluntary organizations; business and industry; and individuals to accomplish its mission. Through these partnerships, the Agency leads America to plan and prepare for all risks and hazards that face the Nation.

IV. Objectives

The activities under this MOU center on community outreach and educational programs. Through exchange of information and knowledge, APWA and FEMA will assist public works personnel to enhance their professional capabilities to carry out their emergency functions. This will allow FEMA to carry out its mission and goals to protect lives and property, and APWA to accomplish its mission of serving public works officials.

By this agreement, APWA and FEMA commit themselves to supporting local government public works emergency professionals in responding to the dynamic changes in disaster management. The parties will embrace new and emerging practices and technologies, and capitalize on opportunities to improve services today and in the future. APWA and FEMA, through joint activities, will assist public works emergency professionals to successfully manage the public works infrastructure and facilities, and ensure livable communities.

In order to meet these objectives, APWA and FEMA will:

- a. Cooperate to educate the American public and other organizations in the area of disaster preparedness with emphasis placed on implementing effective prevention and mitigation measures.
- b. Cooperate in efforts to understand the needs of local public works emergency professionals and how to best prepare them to serve the community.

- c. Strive to serve the needs of mutual constituents through programs that promote community emergency preparedness.
- d. Support awareness and participation in the areas of education and training to increase the effectiveness and efficiency of the technologies available to meet the present and future needs of emergency professionals.
- e. Support awareness and participation in FEMA's disaster education programs, and seek to identify and address the needs of public works practitioners to optimize the effectiveness of this training.

V. Coordination Effort

Whereas, APWA and FEMA wish to promote a sharing of experience, information, and leveraging of expertise, the parties agree to the following:

- a. Each party will give appropriate attribution to the other party when they use outreach/educational materials from the other.
- b. APWA and FEMA will cooperate (when feasible) to provide materials and/or services for mitigation and preparedness for natural disasters. Such materials may include information reports, checklists, training guidelines, and other communications and coordination tools.
- c. APWA and FEMA will examine ways to use and distribute more effectively disaster prevention and mitigation information and other property.
- d. APWA and FEMA will collaborate, when feasible, to identify government programs that may assist APWA and its members to effectively and efficiently carry out their emergency management responsibilities.
- e. APWA and FEMA will collaborate, when feasible, to ensure that the views of local public works officials are considered, as appropriate, in the development of disaster response and recovery policies, regulations, guidelines and assistance criteria that affect the facilities and activities associated with public works officials.

VI. Special Understandings

- a. Nothing in this MOU obligates FEMA or APWA to undertake any specific level of activity.
- b. This MOU is not a fiscal or funds obligation document. The parties do not agree to commit or expend funds.

- c. Nothing in this MOU shall be construed to require or obligate FEMA or APWA to share with or license to the other any new method or technology that it may develop.
- e. There shall be nothing in any program, announcement, or release that constitutes an endorsement express or implied by FEMA of APWA and/or any products developed by APWA.
 - 1. FEMA is restricted from showing preferential treatment to a specific private company.
 - 2. FEMA may make available legally releasable data to other firms upon request.
- f. APWA will maintain complete control of its operation. Nothing in this MOU shall be interpreted as affording FEMA any role in the content or programming decisions of APWA.
 - 1. Nothing herein obligates APWA to display any information provided to it by FEMA or through a source that provided access to FEMA materials and/or services.
 - 2. Availability of APWA's data and products is subject to contractual restrictions of its vendors and suppliers. APWA's confidential or proprietary information is not subject to this MOU.
- g. FEMA will maintain complete control of its operation. Nothing in this MOU shall be interpreted as affording APWA any role in content or programming decisions of FEMA. It is understood that FEMA may need to change services rapidly or make unannounced changes in support of FEMA operations.
- h. The parties agree to obtain each other's consent prior to publishing or disseminating material concerning this collaboration, and, upon request of either party, to make changes to such material.
- i. In order to facilitate and accomplish the goals and objectives set forth in the MOU, APWA and FEMA will attempt to meet annually to discuss issues of mutual interest and assess progress in accomplishing the desired objectives.
- j. The Director of FEMA and the Executive Director of APWA shall designate appropriate individuals in FEMA and APWA to serve as points of contact on program areas to constitute an operations working group to carry out this MOU.

VII. PERIOD OF AGREEMENT


This agreement shall be effective from the date it has been signed by representatives of both organizations and shall expire on July 26, 2010. Either party may terminate

this agreement upon 60 days written notice to the other party. This agreement may be amended at any time upon mutual agreement of the two parties.

IN WITNESS WHEREOF, the parties hereto execute this agreement, which becomes effective as the 26th day of July, 2007.

 FOR

R. David Paulison, Administrator
Federal Emergency Management Agency


William Verkest, P.E., President
American Public Works Association