

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY
AND
NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE**

I. Parties:

The parties to this Memorandum of Agreement (MOA) are the *Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA)* and *National Association for the Advancement of Colored People (NAACP)*.

II. Authority:

This MOA is authorized under the provisions of Section 503(b)(2) of the *Homeland Security Act of 2002 (6 U.S.C. § 313(b)(2))*, Section 309(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. 93-288, as amended (the Stafford Act), 42 U.S.C. § 5152(b), and DHS Delegation 9001.1, *Delegation to the Administrator of the Federal Emergency Management Agency*

III. Purpose:

This MOA outlines the ways in which DHS/FEMA and NAACP will cooperate to carry out their respective responsibilities with respect to disaster mitigation, preparedness, response, and recovery operations in the event of natural, human-caused, or technological disasters. The MOA sets forth the terms by which DHS/FEMA and NAACP will share information and engage in joint initiatives to strengthen capacities and achieve equity throughout the disaster continuum.

IV. Responsibilities:

A. DHS/FEMA Responsibilities. DHS/FEMA shall:

1. Coordinate through the DHS Center for Faith-based and Neighborhood Partnerships to facilitate engagement between NAACP and FEMA, as appropriate. The Director of the DHS Center for Faith-based and Neighborhood Partnerships, and/or the Director's designee, will meet with NAACP quarterly, unless both parties agree to cancel the meeting, to review the MOA's milestones.
2. FEMA will designate five (5) points of contact comprising of staff from offices including, but not limited to FEMA's Office of Equal Rights, FEMA Resilience, FEMA's Office of Response and Recovery, FEMA External Affairs, and FEMA's Office of the Administrator, to participate in quarterly meetings with NAACP designees regarding the implementation of this MOA.

3. Notify, coordinate, and consult with NAACP after a presidentially declared disasters and other emergencies, as appropriate.
4. Throughout the disaster cycle, facilitate outreach to the NAACP members designated to support the NAACP's Field and Engagement team, and their Center for Environmental and Climate Justice to access resources and opportunities for engagement in emergency management, including volunteer and other avenues, for participation in mitigation, preparedness, response, and recovery activities, as deemed appropriate.
5. Provide messaging and information to encourage the mitigation of natural hazard risks through outreach, education, training, and local community involvement, before and after disasters occur.
6. Share copies of this MOA with its regional offices, field leadership and other federal agencies that respond to disaster declarations, as deemed appropriate.
7. Share information regarding DHS/FEMA programs and initiatives, when possible, such as public outreach and training opportunities, career, and student internship opportunities.
8. Share relevant information before, during, and after disasters, as appropriate.
9. Share information with internal offices or divisions regarding collaborative efforts between DHS/FEMA and NAACP, as deemed appropriate.
10. Share with communities of interest to NAACP publicly available data, as appropriate, regarding disaster recovery, resources, and assistance to communities of interest to the NAACP. This includes, but is not limited to public available information on: Individual Assistance data, FEMA leadership responsible for managing a presidentially declared disasters, resources to critical infrastructure, including the Education Facilities Subsector, information regarding what to expect in disaster-prone areas, outreach and communication methods used to reach communities during each disaster cycle, and data revealing dollars amount of funds allocated to presidentially declared counties, states, territories and tribal nations.
11. Engage in joint initiatives that promote efficient, effective, and equitable public service in emergency management and throughout the disaster cycle.
12. Facilitate NAACP's participation in planning meetings conducted by DHS/FEMA, state, and local emergency management agencies, before, during, and after disasters, throughout the disaster cycle.
13. Encourage state, local, tribal, and territorial emergency management agencies, the private sector, and NGOs to collaborate with NAACP and its partners.
14. Support and coordinate preparedness activities by developing productive partnerships in preparedness among stakeholders throughout the disaster cycle and support initiatives and forums for collaboration.
15. Support and coordinate operational readiness activities by: (i)

participating in, and communicating about, levels of engagement in bilateral and multi-agency deliberate planning efforts and seminars, workshops, tabletop exercises, functional exercises, and full-scale exercises; and (ii) jointly identifying the capabilities necessary to equitable and culturally relevant delivery of disaster related services, the nationwide gaps in those capabilities, and strategies for addressing those capability gaps.

16. Partner with the NAACP to promote involvement of youth, young adults and leadership from the NAACP's Youth and College Division in FEMA programs and opportunities to provide feedback on program and policy documents as appropriate.

B. NAACP Responsibilities. NAACP shall:

1. Share information with DHS/FEMA about the impact of natural, human-caused, and technological disasters on Black and other historically marginalized communities across the nation.
2. Share information with Black and other historically underserved communities, regarding DHS/FEMA programs and initiatives, when possible, such as through public outreach and employment training, jobs, career advancement, and student internship opportunities, with the goal of helping to ensure FEMA's improved response to Black and other historically marginalized communities.
3. Designate at least five (5) people from NAACP membership including at least two (2) designees from the Youth and College Division. NAACP designees shall serve for at least one year term, however, the NAACP will share when there may be changes in members with FEMA/DHS as soon as reasonably possible.
4. Share relevant information with Black and other historically marginalized communities throughout each disaster cycle.
5. Engage in joint initiatives that promote efficient, effective, and equitable public service in emergency management and throughout each disaster cycle and beyond.
6. Identify principal response and recovery points-of-contact among NAACP partners to support community engagement or activities related to presidentially declared emergencies or major disasters as appropriate, and share operational information with DHS/FEMA personnel including, but not limited to, the DHS Center for Faith-based and Neighborhood Partnerships, as appropriate.
7. Engage with DHS/FEMA to provide feedback throughout each disaster cycle, including sharing knowledge of marginalized communities that are at a heightened risk before, during, and after disasters.
8. Share awareness of any DHS/FEMA emergency management planning, preparedness, training, and education courses.
9. Assist in disseminating DHS/FEMA culturally relevant disaster program

information to the public, such as the availability of DHS/FEMA assistance, in connection with presidentially declared major disasters and emergencies .

10. Work with DHS/FEMA to distribute culturally relevant messaging, tools, training, and other educational and organizational resources available to support NAACP partners' participation in community-based disaster preparedness, response, recovery, mitigation and resilience efforts.
11. Distribute copies of this MOA to NAACP's partners.
12. Enhance cross-agency coordination.
13. Help inform preparedness and operational readiness activities.
14. Ensure representatives from both DHS/FEMA and NAACP are provided access to and/or invited to operate in partnership when activated and in accordance with established protocols.

V. Points-of-Contact:

A. DHS/FEMA

Marcus T. Coleman, Jr.
Director, DHS Center for Faith-Based and Neighborhood Partnerships
Federal Emergency Management Agency
500 C Street SW, 8NW, Washington, DC 20024
Email: marcus.colemanjr@fema.dhs.gov
Phone: (202) 679-6912

Nicole Wood
Deputy Director, DHS Center for Faith-Based and Neighborhood Partnerships
500 C Street SW, 8NW, Washington, DC 20024
Email: Nicole.Wood@fema.dhs.gov
Phone: (202) 341-6359

B. NAACP

Abre' Conner
Director, Climate and Environmental Justice
National Association for the Advancement of Colored People (NAACP)
aconner@naacpnet.org

VI. Other Provisions:

- A. Nothing in this MOA is intended to conflict with current law or regulation, or the directives of DHS/FEMA, or NAACP. If a term of this MOA is inconsistent with such authority, then that term shall be determined "invalid". However, the remaining Terms and Conditions of this MOA shall remain effective and in full force.
- B. Nothing in this MOA is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. Any information shared under this MOA will be in compliance with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA) and any other applicable statute, regulation, or Executive Order.
- D. There are no intended third party beneficiaries to this MOA. This MOA is between DHS/FEMA and NAACP does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party, (public or private), against the United States, its agencies, its officers or employees, or any person; or against NAACP, its officers or employees, or any other person.
- E. This MOA creates neither a "partnership" nor a "joint venture", and neither party has the authority to bind the other. This MOA is not intended to be enforceable in any court of law or dispute resolution forum.
- F. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws. Use of the seal is controlled by the DHS's Office of Public Affairs through DHS's Management Directive No. 123-06. Written permission is required to use the DHS Seal. Any party to this MOA that is not a Federal entity may only use an official DHS Seal, or logo, upon receipt of written permission from DHS.
- G. The parties to this MOA agree to be responsible for the negligent or wrongful acts or omissions of their respective employees and other agents arising under this MOA. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this MOA, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the other's designated legal representatives copies of any documents memorializing such claims. Nothing in this MOA shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by Federal employees within the scope of their employment.
- H. The parties to this MOA shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act as applicable.
- I. This MOA is not a fiscal or funds obligation document. Any services, equipment or personnel

provided to DHS/FEMA to accomplish the goals anticipated under this MOA are done so without expectation of reimbursement, or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed upon in advance. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate MOA and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This MOA does not provide or constitute such authority.

- J. Any Ancillary Reimbursement MOAs must be in writing and executed by both parties.
- K. This MOA, upon execution, contains the entire MOA of the parties and supersedes all prior MOAs and understandings, both written and oral, between the parties with respect to the subject matter.

VII. Effective Date:

The terms of this MOA will become effective upon execution by both parties.

VIII. Modification:

This MOA may be modified upon the mutual, written consent of both parties.

IX. Termination:

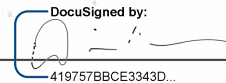
The terms of this MOA, as modified with the consent of both parties, will remain in effect until December 31, 2033. The MOA may be extended by mutual written agreement, of the parties. Either party, upon 60 days' written notice to the other party, may terminate this MOA.

This MOA is approved by:



Deanne Criswell,
FEMA Administrator

Date: June 2, 2023

DocuSigned by:

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Derrick Johnson
President and CEO,
National Association for the Advancement of
Colored People (NAACP)

Date: 6/7/2023 | 4:41 PM EDT