

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF HOMELAND SECURITY/  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
AND  
THE NATIONAL ASSOCIATION OF REALTORS®

I. PARTIES

The parties to this Memorandum of Agreement (MOA, or agreement) are the Federal Emergency Management Agency within the U.S. Department of Homeland Security (DHS/FEMA, or the Agency), and the National Association of REALTORS® (NAR). Both parties are responsible for the goals and activities contained in this agreement and shall contribute to its success.

A. DHS/FEMA

1. **MISSION:** DHS/FEMA's mission is helping people before, during, and after disasters. The Agency's vision is a prepared and resilient Nation that is federally supported, state managed, and locally executed.
2. **SPECIFIC ACTIVITIES:** In support of the Agency's mission, the FEMA Administrator:
  - a. Leads the Nation's efforts to prepare for, protect against, respond to, recover from, and mitigate against the risk of natural disasters, acts of terrorism, and other man-made disasters including catastrophic incidents.
  - b. Partners with State, Local, Tribal, and Territorial governments, agencies and emergency response providers, other Federal agencies, the private sector, and nongovernmental organizations to build a national system of emergency management that can effectively and efficiently utilize the full measure of the Nation's resources to respond to natural disasters, acts of terrorism, and other man-made disasters including catastrophic incidents.

B. NAR

1. **MISSION:** NAR strives to be the collective force influencing and shaping the real estate industry as an advocate of the right to own, use, and transfer real property. NAR develops standards for efficient, effective, and ethical real estate business practices.
2. Further, NAR provides a facility for professional development, research, and exchange of information among its members and to the public and government.
3. **SPECIFIC ACTIVITIES:** In support of NAR's mission as it relates to emergency management, NAR:
  - a. Disseminates preparedness, insurance, and mitigation information, as well as timely disaster-related updates, through multiple communications channels to ensure that Americans are informed, updated, and prepared in the event of a disaster.
  - b. Provides expertise and support on factors shaping the real estate industry and the understanding of risk for property owners.

## II. AUTHORITY

This MOA is authorized under the provisions of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. §§ 4001 et seq., the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Stafford Act), 42 U.S.C. §§ 5195-5195a and 5197, and 6 U.S.C. §§ 313 and 314.

## III. PURPOSE

This MOA outlines the ways in which DHS/FEMA and NAR shall cooperate to carry out their respective responsibilities and sets forth the terms under which both parties shall provide resources, services and personnel to prepare individuals and communities concerning disaster mitigation, preparedness including catastrophic insurance, response, and recovery operations in the event of a natural, man-made, or technological disaster.

## IV. RESPONSIBILITIES

- A. Both DHS/FEMA and NAR, as resources and information are available and as appropriate, will:
1. Collaborate on joint messaging and engagement opportunities by:
    - a. Sharing information about existing disaster-related preparedness, planning, and trainings.
    - b. Including NAR in the coordination of messaging of DHS/FEMA material related to preparedness and mitigation activities and programs, including insurance, to ensure individuals and communities understand their risk and the available resources to minimize and protect against their risk.
    - c. Disseminating preparedness, insurance and mitigation information and materials to increase awareness of disasters and opportunities to access resources that meet the needs of individuals and the community.
    - d. Meet as necessary to review the management and implementation of MOA milestones.
  2. Develop opportunities for information sharing before, during, and after disasters by the following. Any information shared shall comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a) (the Privacy Act), and to the extent required and allowable under Freedom of Information Act, as amended (5 U.S.C. § 552) (FOIA), and any other applicable law, rule or agency policy (whether by statute, Executive Order, or by federal regulation, rule, or guideline), such as those relating to cybersecurity or pertaining to information-sharing or disclosure:
    - a. Jointly share emergency management information and reports, such as Geographic Information System (GIS) disaster products, community demographics, and community resources.
    - b. Regularly share reports, policies, guidance manuals, brochures, videos, lessons learned, best practices and training resources.
    - c. Work together to maximize use of common terminology and definitions.
    - d. Share information in a timely manner, including but not limited to preparedness, insurance, and mitigation and other such information as appropriate, that the parties had not previously considered sharing.

- e. Respect the right and obligation of the other to define and protect any category of information that it deems to be of an internal use only, confidential in nature, or otherwise restricted from release, unless and until its release is required by law.
3. Contribute to the public awareness of the cooperation between DHS/FEMA and the NAR, and reciprocal communication flow, by the following:
    - a. Informing and including one another in key national emergency planning and coordination initiatives, to the extent required and allowable by the Privacy Act, FOIA, and any applicable law, rule or agency policy.
    - b. Referencing each entity in publications and announcements covered by this MOA, as appropriate.
    - c. Encouraging State, Local, Tribal, and Territorial governments, agencies and emergency response providers to collaborate with their NAR counterparts and DHS/FEMA regional offices.
    - d. Encouraging the private sector to collaborate with both entities.
    - e. Encouraging and supporting joint initiatives for individual and community disaster preparedness, insurance and mitigation through planning, outreach, education and local community involvement, before, during, and after disasters occur.
- B. DHS/FEMA, as resources and information are available and as appropriate, will:
1. Coordinate with NAR for preparedness, insurance, and mitigation messaging.
  2. Notify NAR of DHS/FEMA training and educational opportunities and materials on issues such as preparedness, insurance, and mitigation.
  3. Distribute copies of this MOA to its regional offices and other appropriate Federal agencies that respond to disaster declarations.
  4. Include NAR in press release distribution lists for major disaster and emergency declarations.
  5. DHS/FEMA acknowledges that NAR is the sole and exclusive owner of the trademark rights in the collective membership marks REALTOR®, REALTORS®, REALTOR-ASSOCIATE®, National Association of REALTORS®, and the REALTORS® logo (“NAR Marks”).
- C. NAR, as resources and information are available and as appropriate, will:
1. Work with DHS/FEMA's Directorates to acquire, utilize and distribute the tools, training, and other educational and organizational resources available in order to support community-based efforts in creating disaster-resilient communities throughout the country.
  2. Encourage the mitigation of natural hazard risks through outreach, education, and local community involvement both before and after disasters occur.
  3. Where appropriate, share information on preparedness, insurance, and mitigation and other information useful to consumers before or after a disaster through NAR communications, including but not limited to publications, newsletters, and online tools such as social media. Encourage its State and Local member associations to support their communities in the event of a disaster by distributing information or other needed activities.
  4. Encourage its State and Local member associations to support their communities through preparedness, insurance, and mitigation messaging.

5. Encourage NAR staff and member associations to participate in DHS/FEMA programs and initiatives of disaster preparedness, insurance, mitigation, response, and recovery such as training programs and exercises.
6. Join with DHS/FEMA to support cooperation, coordination, communication and collaboration in emergency management.
7. Encourage NAR staff and member associations to work with State, Local, Tribal, and Territorial governments, agencies and emergency response providers to further preparedness efforts, such as the Community Emergency Response Team (CERT) program, PrepareAthons, *You Are the Help Until Help Arrives* programs, Youth Preparedness programs, and Citizen Corps programs.
8. Notify its State and Local member associations of declared disasters and encourage them to build and maintain relationships with State, Local, Tribal and Territorial governments, agencies and emergency response providers and DHS/FEMA's Regional Flood Insurance Liaisons (RFILs), Voluntary Agency Liaisons (VALs), State/Tribal Hazard Mitigation Officer, and Community Preparedness Officers (CPOs).
9. Encourage its State and Local member associations to build and maintain partnerships with regional and local Voluntary Organizations Active in Disaster (VOADs).
10. Encourage its State and Local member associations to participate in disaster preparedness outreach.
11. Comply with DHS/FEMA regulations, rules, and guidelines including guaranteeing non-discrimination (see 44 C.F.R. § 206.11) and ensuring that any sharing of information about persons or entities using NAR's services complies with the provisions of the Privacy Act and FOIA,

## V. POINTS OF CONTACT

### A. DHS/FEMA

Name: Matthew Behnke  
 Title: Senior Advisor, Federal Insurance Directorate  
 Office: FEMA  
 Telephone: 202-646-4211  
 Cell: 202-280-8750  
 Email: matthew.behnke@fema.dhs.gov  
 Address: 500 C St., SW  
 Washington, DC 20472

### B. NAR

Name: Austin Perez  
 Title: Senior Policy Representative  
 Office: National Association of REALTORS®  
 Telephone: 202-383-1046  
 Cell: 202-383-1046  
 Email: Aperez@realtors.org  
 Address: 500 New Jersey Ave., NW  
 Washington, DC 20001

## VI. OTHER PROVISIONS

- A. Nothing in this MOA is intended to conflict with current law, rule or agency policy, such as the regulations or directives of DHS/FEMA or NAR. If a term or provision of this MOA is inconsistent with such authority, then that term or provision shall be invalid, but the remaining terms and provisions of this MOA shall remain in full force and effect.
- B. Nothing in the MOA is intended to restrict the authority of either party to act as provided by statute, regulation, or other legal authority.
- C. Nothing in this MOA shall be interpreted as affording DHS/FEMA or NAR any role in the content or programming decisions, or otherwise, of one another.
- D. Any information shared under this agreement will comply with the Privacy Act, and to the extent required and allowable, FOIA, and any other applicable statute, Executive Order, or regulation.
- E. The use of Federal facilities, supplies and services undertaken under this MOA will be in compliance with regulations promulgated by DHS/FEMA under the Stafford Act guaranteeing non-discrimination and prohibiting duplication of benefits. (See 44 C.F.R. §§ 206.11 and 206.191.)
- F. This MOA is between DHS/FEMA and NAR and does not confer or create any right, benefit, or trust or other fiduciary responsibility, substantive or procedural, enforceable at law or equity, or by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against NAR, its officers, employees, or any other person.
- G. This MOA does not create a partnership, agency or fiduciary relationship, or 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.
- H. 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 DHS seal is protected by 18 USC §§ 506, 701, and 1071, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 0030 (MD 0030). Written permission is required to use the DHS seal. The same is true for use of FEMA's name or seal, including any NFIP products and marks such as the NFIP logos and FloodSmart (floodsmart.gov). DHS/FEMA acknowledges that NAR is the sole and exclusive owner of the trademark rights in the collective membership marks REALTOR®, REALTORS®, REALTOR-ASSOCIATE®, National Association of REALTORS®, and the REALTORS® logo.
- 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 the expectation of reimbursement or the payment of fees related to the provision of such services, equipment or personnel unless otherwise agreed in writing. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement, and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by

appropriate statutory or other authority. This MOA does not provide such authority. Any ancillary reimbursement agreements must be in writing and signed by both parties. This MOA, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOA.

- K. Liability: The parties to this agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree – subject to any limitations imposed by law, rule, such as by regulation – to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party’s designated legal representatives will, within (7) calendar days of receipt, provide each other’s designated legal representatives copies of any documents memorializing such claims. Nothing in this agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680, provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

#### VII. EFFECTIVE DATE

The terms of this MOA will become effective upon the signature of both parties.

#### VIII. MODIFICATION

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

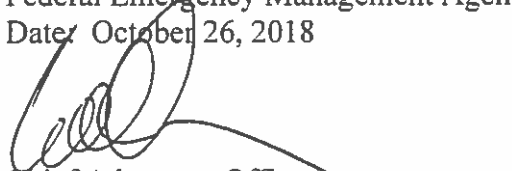
#### IX. TERMINATION

The terms of this MOA, and any modification with the mutual, written consent of both parties, will remain in effect until November 2, 2023. This MOA may only be extended by mutual, written agreement of the parties. Either party, upon 60 days written notice to the other party addressed to the Points of Contact defined above, with tracking or return receipt requested, may terminate this agreement.

#### APPROVED BY:



Administrator  
Federal Emergency Management Agency  
Date: October 26, 2018



Chief Advocacy Officer  
National Association of REALTORS®  
Date: