

# **District Mutual Aid Inter-Local Government Agreement**

## **Recitals**

### **WHEREAS**

The Indiana General Assembly under Indiana Code 10-19-2-1 established the Indiana Department of Homeland Security and under Indiana Code 10-14-3-7 established local emergency management departments for political subdivisions of the State.

### **WHEREAS**

The Indiana Department of Homeland Security and local emergency management departments are charged under Indiana Code 10-14-3-7(b)(7) to provide for a disaster management system embodying all aspects of pre-disaster preparedness, disaster operations, and post-disaster response.

### **WHEREAS**

The Indiana General Assembly authorized the Indiana Department of Homeland Security under Indiana Code 10-14-3-9(g) and Indiana political subdivisions under Indiana Code 10-14-3-16 to enter into mutual aid agreements.

### **WHEREAS**

The Counties, Cities, Towns, Townships, Fire Protection Districts and other relevant entities (collectively referred to as "Signatories to this Agreement" or "Signatories") of District 10 desire to enter into this Agreement for the purposes of providing for mutual support, aid and assistance between the signatories following the occurrence of a natural or manmade disaster emergency and for conducting preparation activities including but not limited to planning, training, exercises, response, grant applications and other resource coordination.

### **WHEREAS**

The Indiana General Assembly, in Indiana Code 36-1-7, set out the required contents for agreements entered into by any political subdivision of this State.

### **WHEREAS**

The signatories in District 10 as authorized under Indiana Code 36-1-7 desire to act on behalf of its member jurisdictions through the District Planning Oversight Committee and District Planning Council and to so activate District emergency response resources in compliance with any interjurisdictional agreements between or among other Districts and State agencies including the Indiana Department of Homeland Security.

## Articles

**NOW, THEREFORE, the parties hereby agree as follows:**

### **Article I: Definitions**

**Assisting Jurisdiction:** A jurisdiction participating in the District Mutual Aid Inter-local Government Agreement and providing emergency response manpower, equipment, and resources to another jurisdiction that has requested assistance to confront an emergency

**Authorized Representative:** The chief executive of a participating jurisdiction, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this Agreement

**District Planning Council (DPC):** Those emergency management directors and emergency response professionals appointed by the DPOC to conduct emergency response and planning activities within Homeland Security District 10

**District Planning Oversight Committee (DPOC):** The elected chief executives of the political subdivisions or jurisdictions within Homeland Security District 10 who provide oversight for the activities conducted by the DPC

**Emergency Management Agency (EMA):** The agency which manages emergency preparedness and response on a county-wide basis

**Emergency Management Director (EMD):** the position that manages the emergency management agency or his or her designee

**Emergency:** Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment and is beyond the capacity of an individual jurisdiction to effectively control

**Mutual Aid:** A prearranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during a designated emergency under terms of the Agreement

**Period of Assistance:** The period of time beginning with the departure of any personnel and/or equipment of the assisting jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the requesting jurisdiction, and ending on the return of all of the assisting jurisdiction's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice to the authorized representative of the requesting jurisdiction by the authorized representative of the assisting jurisdiction

**Requesting Jurisdiction:** A jurisdiction under an emergency condition that has requested assistance from another jurisdiction participating in the District Mutual Aid Inter-local Government Agreement

**Staging Area:** A location identified outside the immediate emergency area where emergency response equipment and personnel assemble for briefing, assignment, and related matters

## **Article II: Terms of the Agreement**

### **Activation**

1. The Signatories of District 10 agree that any assistance which may be furnished under this Agreement from one party to the other shall not be regarded as "available assets" of the requesting party for purposes of determining whether local assets are sufficient or insufficient to respond to any natural or manmade emergency or disaster.
2. Each party agrees that in the event of an emergency situation, each other party to this Agreement will furnish such personnel, equipment, facilities or services as are available, provided that such action would not unreasonably diminish the capacity to provide basic services to its own jurisdiction.
3. The Signatories of District 10 agree that the senior officers (and their assistants, or alternatives) of the entities that will provide direct assistance under this Agreement (i.e. fire chief, sheriff, police chief, EMS provider, highway superintendent, ESF Coordinator, etc) shall be accorded the status of emergency management personnel for purposes of administration of this Agreement. The senior officers in command of the units providing assistance under this Agreement are required to promptly inform the EMD and the appropriate chief executive of their respective unit of government that the assets have been sent out of the area. This step will allow the EMD to keep track of assets remaining for response to other emergencies that might arise while mutual aid assistance is being rendered.
4. The chief executive or his or her designee of each participating jurisdiction to this Agreement shall act as the authorized representative of that jurisdiction. If the chief executive or his or her designee is not available, the official next in the line of succession as defined by local or state statute shall assume responsibilities of the authorized representative. The name, title, jurisdiction, county and contact information for each of the authorized representatives is attached to this Agreement and labeled Authorized Representatives.
5. The Signatories of District 10 agree that their respective county EMAs shall be the entities which are appropriate to administer and call into effect the activation terms of this Agreement pursuant to the subsequent provisions.
6. To invoke assistance under the provisions of this Agreement, the authorized representative from the Requesting Jurisdiction shall be required to contact the EMD or his or her designee of the county in which the requesting jurisdiction resides. This communication may be conducted by telephone, in writing or via email or other electronic communication.
7. Each request for assistance shall be accompanied by the following information, to the extent known:
  - A general description of the damage or injury sustained or threatened;
  - Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search

and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular type of assistance needed;

- The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and
- The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

8. The EMD shall forward the request for assistance to EMDs in the appropriate counties within the District based on the proximity and availability of the resources required by the request. The EMDs who receive a request for assistance shall contact the Authorized Representatives of the local jurisdictions within the county and submit the request for assistance.
9. An EMD who determines that his or her Assisting Jurisdictions have the available personnel, equipment, or other resources, shall so notify the EMD of the Requesting Jurisdiction and provide the following information, to the extent known:
  - A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
  - The estimated period of assistance that the personnel, equipment, and other resources will be available;
  - The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and
  - The estimated time of arrival for the assistance to be provided at the designated location.

This information may be provided on a form designed for this purpose or by any other available means.

### **Incident Command**

10. The parties shall utilize the Incident Command System (ICS) as developed by the U.S. Department of Homeland Security as part of the National Incident Management System (NIMS) to provide structure for incident management so as to assure efficient use of resources and the safety of emergency responders and the public.
11. During an emergency situation, all personnel from the Assisting Jurisdictions shall report to and work under the direction of the designated incident commander.

Personnel from either the Requesting or Assisting Jurisdiction may receive supervision from any command personnel from the combined participating jurisdictions if authorized by the incident commander or her or his designee in the command structure. Tactical teams shall operate under the direction of their tactical commander once they are authorized to undertake assignments.

## **Liability**

12. Pursuant to Indiana Code 10-14-3-17(j)(4), the chief executive of the political subdivision which is the Assisting Jurisdiction in this agreement may assign or make available for duty the appropriate emergency response personnel outside of the physical limits of their political subdivision; and pursuant to Indiana Code 10-14-3-18(a), when Homeland Security, Emergency Management, or Emergency Support Functions are so ordered to render aid outside the physical limits of their political subdivision, they will retain the same powers, duties, rights, privileges and immunities including any coverage under the Worker's Compensation Laws, that they receive when they are on duty in their home jurisdiction.
13. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the responding party which may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.
14. The Assisting Jurisdictions under the terms of this Agreement shall assume no responsibility or liability for property damaged or destroyed or bodily injury at the actual scene of any emergency due to actions which are required in responding under this Agreement; said liability and responsibility shall rest solely with the jurisdiction requesting such aid and within whose boundaries the property exists or the incident occurs.
15. Pursuant to Indiana Code 10-14-3-18(b), the political subdivision that constitutes the Requesting Jurisdiction shall be responsible for any loss or damage to equipment used in the response and shall pay any expense incurred in the operation and maintenance thereof as well as any expense incurred in the provision of a service or other expenses in answering the request for assistance.
16. Each of the parties agree that each Assisting Jurisdiction shall provide for the payment of compensation and benefits to:
  - An injured member; and
  - A representative of a deceased member;

Of the Assisting Jurisdiction's emergency forces if the member is injured or killed while rendering assistance under this Agreement in the same manner and on the same terms as if the injury or death were sustained while the member was rendering assistance for or within the member's own jurisdiction. Expenses incurred for such compensation or benefits shall not be reimbursable pursuant to other provisions in this Agreement.

17. Should there be any disagreement as to the nature and extent of any provision pertaining to liability, these issues shall be submitted to binding arbitration with the American Arbitration Association or any other arbitration association unanimously agreed to by the parties involved in the dispute.
18. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

### **Conditions of Participation**

19. Interagency and interjurisdictional plans shall be developed as necessary and in compliance with State and Federal mandates; they shall be updated on a regular basis by the parties hereto and are operative among the parties in accordance with such plans.
20. The parties agree to meet on a regular basis to review all assistance plans and the provisions of this Agreement.
21. The District Planning Oversight Committee (DPOC) consisting of the Chief Executive of each county in District 10 and the Mayor or Town Board President of the largest city/town in each county in District 10 or their designated representatives shall have the responsibility of carrying out the powers designated herein.
22. This Agreement shall become effective when approved and executed by the lawful representative of each participating party. This Agreement shall remain in effect as between and among each and every party until participation in this Agreement is terminated by a party in writing. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement between and among the remaining parties. Any party to this Agreement may terminate participation in this Agreement upon thirty (30) days' written notice addressed to the fiscal agent for District 10.

### **Reimbursement**

23. An itemized claim for loss and damage to the responding party's equipment at the response scene shall be filed within thirty (30) days of such loss or damage occurring. [NOTE: Filing within thirty days will help to ensure FEMA reimbursement, if applicable.]
24. The political subdivision in which the requested party is located shall be responsible for labor and equipment reimbursement as specified in item 26 in this Agreement.
25. The parties agree that, as specified in Indiana Code 10-14-3-18(b), no claim for loss, damage, or expense under this Agreement shall be allowed unless, within thirty (30) days after the same is sustained or incurred, an itemized notice of such claim under oath is served by mail or otherwise upon the chief fiscal officer of such political

subdivision where the equipment was used. Claims shall be fully documented in order to obtain reimbursement for state and federal DHS reimbursement funds when and if available.

26. The parties agree that labor and equipment reimbursement rates shall be as follows:

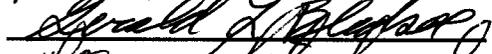
- Labor rates:
  - Straight time for force account labor shall be the normal pay rates for responding personnel.
  - Overtime for force account labor shall be at 1 ½ times the normal pay rates for responding personnel if it is the normal practice to pay overtime at this rate.
  - Volunteer Note: Under FEMA 9523.6 Section 7.B.3. "If the providing [Assisting Jurisdiction] entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share in accordance with the provisions of the Donated Resources policy (#9525.2).
- Equipment reimbursement rates:
  - Equipment reimbursement rates shall be at the FEMA standard for equipment reimbursement or the state or local rate, whichever is lowest.

**IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided as of the day and year written below.**

**Dated this September 7, 2010**

**Gibson County Commissioners**

**President Robert Townsend**  
**Vice-President Gerald Bledsoe**  
**Commissioner Don Whitehead**


**Gibson County Attorney**

**James G. McDonald III**



**Gibson County Emergency Management Agency Director**

**Terry Hedges**



**Attest:**

  
**Mary B. Key, Auditor**