

RESOLUTION # 20-57

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is entered into this _____ day of _____, 20____, (hereinafter "Agreement") by and between the Ford County Emergency Management Agency ("FCEMA") and _____, ("Partner").

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to an emergency or disaster that exceeds the resources available in the requesting party's territorial jurisdiction.
2. **TERMS OF AGREEMENT.** This Agreement is effective upon the day and date of the last signature affixed hereto. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail sent to the address listed herein.
3. **EXECUTION OF THE AGREEMENT.** This Agreement shall be authorized and approved by the governing body of each party to the agreement. Therefore, this Agreement document shall be executed four times such that FCEMA will have two (2) executed copies with original seals and signatures and Partner will have two (2) executed copies with original seals and signatures.
4. **DEFINITIONS.**

"Assistance" includes a party's local emergency response agency personnel, equipment, facilities, services, supplies, aid, and other resources which are requested by Recipient from Provider.

"Authorized Representative" means the parties' employee(s) who are authorized to request, to offer, or to otherwise provide assistance under the terms of this Agreement. A list of authorized representatives identified by name and position or office, shall be attached to the executed copy of this Agreement. Unless otherwise notified, in the event of personnel changes the parties agree that a successor to a position or office is a duly authorized representative.

"Disaster" means any emergency which has been officially declared a 'disaster' by gubernatorial or presidential executive order.

"Emergency" means any incident or situation—that has occurred, is occurring or will occur in the immediate future—that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or manmade emergency situation, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.

“Employee” means a person providing emergency response services who is under the exclusive direction or control of a party or local emergency response agency, whether the person is compensated for those services (e.g. wages) or is employed in a volunteer capacity.

“Incident Command System” (ICS) means a standardized on-scene emergency management chain of command process during an incident which applies to all response personnel from multiple disciplines, response agencies and/or jurisdictions. ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources of multiple jurisdictions and functional agencies, both public and private, under a common organizational structure and mobilize such resources to best respond to the emergency incident.

“Local emergency declaration” means the written document, signed by a local entity’s chief executive officer, as approved by the local entity’s governing body, which specifies and attests to the occurrence or imminent threat of an emergency that is beyond the capability of all resources available to the local entity within its geographical boundaries.

“Local emergency management agency” means the organizational unit of a municipality, county or fire district with primary jurisdiction, responsibility, and authority for coordinating all homeland security and emergency management activities within the local entity’s specified geographical boundaries.

“Local emergency response agency” means a governmental agency or privately organized entity that provides emergency response services, including the following: Fire, Law Enforcement, Emergency Medical, Transportation, Communications, Incident Command, Public Works and Engineering, Building Inspection, Planning, Staging and Information Assistance, Mass Care, Citizen Corps, Public Health, Medical Service Providers, Search and Rescue, Evacuee Shelters.

“Local entity” means a municipality, county or fire district.

“Provider” means the party that furnishes, or is requested to furnish, assistance under the terms of this Agreement.

“Recipient” means the party that requests or receives assistance under the terms of this Agreement.

5. PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID.

- a. Requests for Assistance.** When either party becomes affected by, or is under imminent threat of, an emergency or disaster and has officially declared an emergency, it may request emergency-related mutual aid assistance through an authorized representative by submitting a written request, or an oral request followed as soon as practicable by written confirmation, to the other party. Recipient shall not request assistance unless resources available within the stricken area are deemed inadequate. Requests for assistance must be transmitted by an authorized representative of Recipient.

b. Required Information. Each request for assistance shall provide the following information to the extent known by Recipient:

Local Emergency Declaration(s): Identification of all local entities that have formally declared an emergency.

Stricken Area and Status: A general description summarizing the condition of the community (e.g. whether disaster or emergency is imminent, in progress or has already occurred) and of the damage sustained to date.

Incident Command: Identification of the Incident Commander(s) and the person(s) to which Provider's supervisory personnel will report upon arrival at the designated staging location.

Request for Assistance: Identification of amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed by Recipient, including:

Services and Infrastructure: Identification of available public services and infrastructure systems in Recipient's geographical limits, if any, as well as identification of those public services and infrastructure systems made unavailable by the emergency and which Recipient is requesting assistance reestablishing.

Facilities: Identification of the type(s) of sites, structures or buildings outside of Recipient's geographical limits being requested to serve as relief centers, shelters, or staging areas for incoming emergency personnel, goods and services.

Length of Deployment: Unless a shorter or longer duration is identified in the initial request for assistance, the normal initial duration of Provider's assistance shall be seven days and may be extended, if necessary, in seven day increments.

Food, Housing, Self Sufficiency and Travel: Unless Recipient's request for assistance specifies self-sufficient personnel and resources only, Recipient shall be responsible for providing food and housing for Provider's personnel from the time of their arrival at a designated location to the time of their departure. However, Provider's personnel will be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. Recipient shall be responsible for transportation costs for Provider's personnel traveling to and

from the stricken area, subject to the reimbursement provisions of this Agreement.

Communications: Identification of the command structure and contact person(s) therein who will coordinate communications between Provider's personnel and Recipient. Provider shall furnish communications equipment sufficient to maintain internal communications between its own personnel during deployment.

Rights and Privileges: Assurances that Provider's personnel rendering assistance under the terms of this Agreement shall have the same powers, duties, rights, privileges and immunities incidental to their regular employment or position with Provider.

- c. **Providing Assistance.** No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so. The parties agree that when an authorized representative of Recipient contacts an authorized representative of Provider, Provider will assess its local emergency response agencies' resources to determine the availability of requested personnel, equipment and other assistance, including the feasibility of deploying the same without advance compensation. Provider agrees to communicate information about the availability of resources to Recipient within approximately four (4) hours, and not later than twenty-four (24) hours, from the initial contact.
- d. **State and Federal Assistance.** Unless otherwise agreed to by Provider, Recipient shall be responsible for coordinating all requests for assistance to local, state, or federal authorities.
- e. **Unified Incident Command System.** The parties agree that Recipient shall coordinate and utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this Agreement. Recipient's ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that Recipient's ICS must allow for Unified Command (UC) to provide the most efficient and effective means for communication between and coordination of personnel and resources 1) deployed by various agencies and jurisdiction at the federal, state, and local levels; 2) deployed to an emergency occurring in two or more jurisdictions; or 3) deployed to an emergency occurring near the geographic boundary between two or more jurisdictions. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to a local emergency response agency deployed by Provider under the terms of this Agreement.

- f. Supervision and Control.** The parties agree that Provider's personnel, equipment and resources will be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider's designated supervisory personnel and Recipient shall advise Provider's supervisory personnel of the work tasks to be assigned to Provider's personnel. While deployed under the terms of this Agreement, the responsibilities of Provider's supervisory personnel shall include: maintaining daily time records, material records, and logs of equipment hours; overseeing the use, operation and maintenance of Provider's equipment and other resources; and regularly reporting to ICS about progress made and/or set-backs encountered.
- g. Recall of Personnel.** The parties agree that Provider's personnel and other resources shall remain subject to recall at any time. Provider shall give Recipient at least twenty-four hours advance notification of its intent to withdraw personnel or resources. If such notice is not practicable, Provider shall give Recipient the most immediate and earliest possible notice of the recall.
- h. Summary Report.** Within twenty (20) days of the return of all personnel and resources deployed under this Agreement, Recipient will prepare a report summarizing the event and provide a copy to Provider. The report shall include a chronology of events and a description of personnel, equipment, materials and other aid provided to Recipient by Provider. The summary reporting requirement may be satisfied by sending Provider a copy of any after action report required by state or federal authorities which contains the requisite information.

6. REIMBURSEMENT. Unless otherwise agreed upon by Recipient and Provider, the terms and conditions governing reimbursement for assistance provided under this Agreement shall be in accordance with the following provisions:

- a. Personnel.** During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and actual expenses (including travel expenses, benefits, and workers' compensation premiums, claims and expenses) attributed to, and incurred as a result of, providing assistance to Recipient. Actual expenses includes amounts paid to backfill personnel but only to the extent those expenses exceed the regular, or base, pay of such deployed personnel (e.g. *if the wages paid to a backfill employee for 50 hours consist of 40 hours at the employee's regular pay rate of \$10 per hour and 10 hours overtime at a 1½ times the regular pay rate—or, \$15 per hour—only the additional \$5 per hour for 10 hours overtime may be considered an actual expense of Provider's assistance to Recipient.*)

- b. Equipment.** Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to the lesser of, 1) the rates established by the rules of the Wyoming Office of Homeland Security; 2) the rates established by the regulations of the Federal Emergency Management Agency at 44 CFR 206.228; or 3) the actual replacement, operation, and maintenance expenses incurred by Provider. Each party shall maintain its own equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. If the equipment charges are based on the pre-established state or federal hourly rates, then Provider's charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.
- c. Materials and Supplies.** Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rates established above. No reimbursement may be sought for materials or supplies damaged by the gross negligence or willful and wanton misconduct of Provider's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other state and federal regulations in effect at the time of the disaster. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, the materials and supplies used or damaged. If such an agreement is reached, it shall be reduced to writing and duly approved by the governing body of each party.
- d. Record Keeping.** Provider shall maintain records and submit invoices for reimbursement to Recipient in accordance with existing policies and practices. Recipient is responsible for making sure that Provider's personnel have the information, directions, and assistance necessary to meet any specific record keeping needs, including such record keeping required to seek state or federal reimbursement assistance.
- e. Payment.** Provider shall bill Recipient for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or state regulations. Recipient shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement.
- f. Federal or State Aid.** Recipient's duty to reimburse Provider for its assistance is in no way contingent upon the availability of federal or state aid nor Recipient's receipt of the same.

g. Waiver of Reimbursement. Provider, or any agency or subdivision thereof, reserves the right to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided. Provider shall inform Recipient of the waiver as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance. Provider shall send Recipient written documentation that Provider's governing body ratified and/or expressed approval of the decision not to seek reimbursement.

7. INSURANCE. Each party shall be responsible for its own actions or omissions and those of its employees. Unless otherwise agreed upon by Recipient and Provider, it is agreed that each party shall be individually responsible for providing insurance coverage in accordance with the following provisions and subject to the terms of the Reimbursement section herein:

a. Unemployment and Workers' Compensation Coverage. During the period of assistance, each party shall maintain its own unemployment insurance and workers' compensation insurance coverage, as required by law, for its employees and shall require the same from its local emergency response agencies.

b. Automobile Liability Coverage. During the period of assistance, each party shall be responsible for complying with the state motor vehicle laws including the registration, licensing and liability coverage for its own vehicles. The parties shall provide automobile liability insurance coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and hired vehicles, or shall maintain a comparable self-insurance program. If a party's emergency response utilizes services from a local emergency response agency that is a private or volunteer based entity with response vehicles titled in the entity's name, the party utilizing such services shall be responsible for guaranteeing that the entity has the automobile liability coverage as outlined in this section.

c. General Liability, Public Officials Liability, and Law Enforcement Liability. To the extent permitted by law and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions or omissions, and those of its employees, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

d. General Insurance Policy Requirements. All insurance policies required under this Agreement shall be in effect during the period of assistance. All policies shall be primary and not contributory. During the period of assistance, parties shall pay the premiums on the required policies and shall

not allow the policies to be revoked, canceled, amended, or allowed to lapse without thirty (30) days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse.

8. **SOVEREIGN IMMUNITY.** By entering into this agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant state law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity.
9. **INDEMNIFICATION.** Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.
10. **THIRD PARTY BENEFICIARY RIGHTS.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between and among the parties to this Agreement, and shall inure solely to the benefit of such parties. The provisions of this Agreement are only intended to assist the parties in determining and performing their obligations under this Agreement. The parties expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce its provisions, to seek any remedy arising out of a party's performance or failure to perform any term or condition herein, or to bring an action or suit for the breach of any terms or condition herein.
11. **TITLES NOT CONTROLLING.** Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.
12. **APPLICABLE LAW.** In the event that the construction, interpretation, and enforcement of this Agreement are subjected to adjudication in a court of law, the construction, interpretation, and enforcement of the terms of the Agreement, and each party's duties and responsibilities thereunder, shall be governed by the laws of the State of Illinois. Venue shall be in the Circuit Court of Ford County, Illinois.
13. **ENTIRETY OF AGREEMENT.** This Agreement consists of a total of (___) pages, plus Attachment A, FCEMA's Designation of Authorized Representatives, and Attachment B, Partner's Designation of Authorized Representatives, together representing the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

14. SEVERABILITY. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

15. AMENDMENTS. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed, and signed by all parties to this Agreement with the same approvals, certifications, submissions and other requirements applicable to the original Agreement.

Signatory Page

This signatory certifies that this mutual aid agreement, with Ford County EMA the signing partners, has been adopted and approved, if necessary, by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Hopewell EMA
Entity or Agency

Director
Title

October 13, 2020
Date

[Signature]
Executive Officer

[Signature]
Authorized Signature

Robert Long
Ford County Board Chairman

11-9-2020
Date

[Signature]
Ford County EMA Coordinator

13 OCT 2020
Date

[Signature]
Ford County Clerk

11-9-2020
Date