MUTUAL AID AGREEMENT AMONG
LOCAL GOVERNMENTAL UNITS
IN HENRY COUNTY, INDIANA

WHEREAS, the Indiana General Assembly, in Indiana Code 10-14-3, provides for the Indiana State Emergency Management Agency and local emergency management departments for political subdivisions of the State for the purpose of safeguarding the citizens of Indiana from disasters or emergencies; and

WHEREAS, the Indiana General Assembly, in Indiana Code 10-14-3-7 (b)(6), authorized and provided for coordination of activities related to disaster prevention, preparedness, response and recovery; and

WHEREAS, important activities related to disaster prevention, preparedness, response and recovery needing coordination are use of emergency medical services, law enforcement, fire, transportation, communications, public works assistance, building inspection, planning and information assistance, mass care, resource support, health and other medical services, and search and rescue; and

WHEREAS, the Indiana General Assembly, in Indiana Code 10-14-3-16, authorized and provided for the director of each local organization for emergency management and disaster to assist in negotiation of reciprocal mutual aid agreements with and between other public and private agencies within this state for reciprocal emergency management aid and assistance in case of disaster too great to deal with unassisted; and

WHEREAS, the Indiana General Assembly, in Indiana Code 10-14-3-16, authorized and provided for the director of each local organization for emergency management and disaster to carry out arrangements or agreements relating to the political subdivision; and

WHEREAS, the Indiana General Assembly, in Indiana Code 36-1-7, set out the required contents for agreements entered into by any political subdivision or public agency of this State; and

WHEREAS, the signature of the executive officer of any or all of the political subdivisions and public agencies in Henry County, Indiana, affixed to this Mutual Aid Agreement is evidence of that political subdivision’s and all of its supporting agencies/departments participation in this agreement; once signed, the political subdivision(s) and public agencies and all of its successive administrators shall abide by this agreement until such time as a letter of withdrawal is submitted to the Henry County Commissioners; and

WHEREAS, such signators have offered to make available to one another their resources to assist one another in the event that the emergency or disaster has or is believed to occur, and the resources of the requesting political subdivision or public agency are insufficient to respond to the emergency or disaster; and

WHEREAS, the undersigned political subdivisions and public agencies desire to enter into this Agreement for the purpose of providing for mutual support, aid and assistance in response to a natural or manmade disaster/emergency; and

WHEREAS, the undersigned political subdivisions and public agencies agree that any assistance
furnished 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 insufficient to respond to any natural or manmade emergency or disaster; and

WHEREAS, the undersigned political subdivisions and public agencies agree that any assistance furnished from one party to another shall not be considered when a decision is made to declare a local disaster emergency under Indiana Code 10-14-3-29; and

WHEREAS, the undersigned political subdivisions and public agencies agree that the authorized official (and his/her assistant as alternate) of each entity that will provide assistance under this Agreement be accorded the status of emergency management personnel for purposes of calling into effect the activation terms and administration of this Agreement across county lines, so that he or she may be directly contacted for aid; provided however that such authorized official shall immediately notify the Emergency Management Director of the County that the services/assets have been dispatched from and the name of the requesting party.

NOW, THEREFORE, the parties hereby agree as follows:

MUTUAL AID AGREEMENT

THIS AGREEMENT entered into by and among the undersigned political subdivisions and public agencies in Henry County, Indiana WITNESSETH:

WHEREAS, Indiana Code 10-14-3-7 authorizes political subdivisions and public agencies in this state to enter into mutual aid agreements; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by this law; and

WHEREAS, the purpose of this Agreement is to provide each of the parties, through their mutual cooperation, a predetermined plan by which each might render aid to the others in case of an emergency which demands emergency medical services, law enforcement, fire, hazardous materials, transportation, communications, public works assistance, mass care, resource support, health and other medical services, and search and rescue to a degree beyond the existing capabilities of a party; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an Agreement for mutual assistance to provide reserves needed to assure each party of adequate protection; and

WHEREAS, the undersigned political subdivisions and public agencies agree to provide available resources throughout Henry County for emergency assistance, also agree to the same terms and conditions with all counties that are included and participating in the State of Indiana’s mutual aid agreement and have comparable signed agreements within their own county.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties will respond to calls for but not limited to; emergency medical assistance, law enforcement, fire, rescue, hazardous materials, transportation, communications, public works
assistance, building inspection, planning and information assistance, mass care, resource support, health and other medical services, and search and rescue only upon request for such assistance made by the authorized official on-duty/on-call of the requesting party. All requests for emergency assistance should be made only to the authorized official on duty of the party to which the request is directed (this request and additional information may be made through a local dispatch center). While the first request may be verbal, the requesting party should as soon as practicable follow up with a written request for aid.

Upon request for aid received as provided for in paragraph (1), the authorized officer of the responding party will authorize a response as follows:

a. Each of the parties to this Agreement may provide the requested personnel and equipment in response to the request if available.

b. Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction as determined by the authorized official of the responding party after discussion with the authorized official of the requesting party.

c. If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or such emergency occurs under this Agreement, and the authorized official of the responding party reasonably determines, after a consideration of the severity of the emergency in his/her jurisdiction, that the responding party cannot comply with the requirements under this Agreement without endangering life and/or incurring significant property damage in his/her jurisdiction, he or she may choose to use all equipment and personnel in his/her own jurisdiction. In such case, the authorized official of the responding party shall inform the authorized official of the requesting party of his/her decision.

In cases where two or more requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this Agreement impossible for the responding party, the authorized official of the responding party shall determine, based upon his/her best professional judgment, how best to respond to the requests.

The parties shall utilize the NATIONAL INCIDENT MANAGEMENT SYSTEM to provide structure for incident management so as to assure efficient use of resources and the safety of emergency responders and the public.

It shall be the responsibility of the responding party to know and communicate the level of training of responders to the incident commander (IC), and for the Officer in Charge (OIC) of the responding personnel to advise the IC as to his/her personnel’s level of training. This may be accomplished by the use of the Henry County Emergency Management Agency/Department authorized Identification Cards. It shall be the responsibility of the authorizing agency (i.e. member organization) to provide current information to the Henry County Emergency Management Agency.

As required by Indiana Code 10-14-3-18(a), when personnel are sent to another jurisdiction pursuant to this Agreement, they will retain the jurisdiction, authority, rights, privileges, and immunities, including any coverage under the Worker’s Compensation Laws, that they have when they are on duty/in service in their home jurisdiction.
6. 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.

7. The parties agree that the party responding to the request for mutual aid under the terms of this Agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment while en route to or returning from the mutual aid response location. The responding party shall also assume all liability and responsibility for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the mutual aid response location.

8. The party responding under the terms of this Agreement shall assure that its personnel drive their vehicles while in the territory of the requesting party in compliance with all appropriate laws and with due regard for the safety of all persons using the highway.

9. The party responding 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 an emergency, or because of any action required due to responding to or assisting under this Agreement; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property exists or the incident occurs.

10. An itemized claim for loss or damage to the responding party’s equipment at the response scene shall be filed within thirty (30) days of such loss or damage occurring.

11. Pursuant to Indiana Code 10-14-3-18(b), the political subdivision in which the requesting party is located 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.

12. The political subdivision in which the requesting party is located shall be responsible for labor and equipment reimbursement as specified in paragraph 14.

13. 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 sixty (60) 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.

14. The parties agree the value of labor and equipment if reimbursed would be as follows if authorized prior to deployment:

   (1) labor rates:
      (a) straight time for force account labor shall be the normal pay rates for responding personnel
      (b) 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

   (2) equipment reimbursement rates:
(a) equipment reimbursement rates shall be at the FEMA standard for equipment reimbursement or the state or local rate, whichever is lowest.

15 The authorized official of the requesting party, shall in all instances be in command of the overall emergency operations as to strategy, tactics, and overall directions of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the authorized official in command of the responding party or his/her representative.

16 The authorized official in command of the responding party shall retain control over his/her personnel at the incident scene. Should he/she determine that any direction given by the authorized official of the requesting party would result in unsafe conditions for persons under his/her control; the authorized official in command of the responding party shall have the authority to refuse such direction.

17 A joint board is hereby created consisting of the Executives of each political jurisdiction or their designated representatives, which joint board shall have the responsibility of carrying out the powers designated herein.

18 No property, real or personal, tangible or intangible, shall be acquired or held by this joint board, it being the intent of the Agreement that each political jurisdiction shall use and employ its own properties in carrying out the functions and responsibilities designated herein.

19 This Agreement shall begin on the date of the first signature and continue from year to year until such time as a party gives notice of termination hereto at least sixty (60) days prior to such termination. No further obligations or liabilities shall be imposed after such termination. All agencies/government entities/organizations shall remain bound by this mutual aid agreement even if the signed representative has changed until the current representative provides written notice of termination as stated above.

20 It is the parties’ intention that the provisions hereof are separable, so that in the event any provision of this agreement shall be determined to be unenforceable by a court of law or by any other properly constituted authority, then rest and remainder of the provisions of this agreement remain binding and enforceable.

21 This Agreement may be signed in counterparts, and such counterpart shall be valid only:

   a. When it is executed by the Executive(s) of the respective political jurisdictions pursuant to the ordinance/resolution of each jurisdiction authorizing the Executive to execute it.

   b. When it is lodged for record pursuant to Indiana Code 36-1-7-6.

IN WITNESS WHEREOF, the parties, by their Executive Officers, have executed this Agreement:

[Signatures and Printed Names]

Title, Jurisdiction, Henry County, Indiana: Board of Commissioners  Dated: 4/4/2006
Jurisdiction, Title; City of New Castle, Mayor

Signature

Printed Name: Tom Nipp

Dated: 6-13-06, 2006

Jurisdiction, Title; Town of Blountsville

Signature

Printed Name: Acis Stevens

Dated: 8-20-06, 2006

Jurisdiction, Title; Town of Cadiz

Signature

Printed Name: Timothy L. Martin

Dated: 3-15-07, 2006

Jurisdiction, Title; Town of Dunreith

Signature

Printed Name: Steven W. Ferguson

Dated: 6-26, 2006

Jurisdiction, Title; Town of Greensboro

Signature

Printed Name: Mary B. Priddle

Dated: 3-31, 2006

Jurisdiction, Title; Town of Kennard

Signature

Printed Name: David W. Ebben

Dated: 3-10, 2007

Jurisdiction, Title; Town of Knightstown

Signature

Printed Name: Jeffery Meeker

Dated: 9-20, 2006

Jurisdiction, Title; Town of Lewisville

Signature

Printed Name: Jack Smith

Dated: 9/11/06, 2006

Jurisdiction, Title; Town of Middletown

Signature

Printed Name: Jack Smith

Dated: 7/18, 2006
Jurisdiction, Title: Town of Mooreland
Dated: 3-8-07, 2006
Signature
Betty J. Gipe
Printed Name

Jurisdiction, Title: Town of Mt Summit
Dated: April 12, 2006
Signature
A. Kyle Austin
Printed Name

Jurisdiction, Title: Town of Shirley
Dated: March 19, 2006
Signature
David A. French
Printed Name

Jurisdiction, Title: Town of Spiceland
Dated: Mar. 6, 2006
Signature
Tim Tuley
Printed Name

Jurisdiction, Title: Town of Springport
Dated: 3-13-07, 2006
Signature
Printed Name

Jurisdiction, Title: Town of Straughn
Dated: , 2006
Signature
Mike Drake
Printed Name

Jurisdiction, Title: Town of Sulphur Springs
Dated: 3-27-07, 2006
Signature
Tanya M. Perdue
Printed Name

Jurisdiction, Title: Blue River Township Trustee
Dated: 3-9, 2006
Signature
Linda C. Edwards
Printed Name

Jurisdiction, Title: Dudley Township Trustee
Dated: 4-17-07, 2006
Signature
Printed Name
Jurisdiction, Title: Fall Creek Township Trustee
Signature
Debra Barnes
Dated: 7-3, 2006

Jurisdiction, Title: Franklin Township Trustee
Signature
Max S. Riddle
Dated: 9-9-06, 2006

Jurisdiction, Title: Greensboro Township Trustee
Signature
Bob C. Witham
Dated: 3-10, 2006

Jurisdiction, Title: Harrison Township Trustee
Signature
Nancy E. Waldman
Dated: 4/18, 2006

Jurisdiction, Title: Henry Township Trustee
Signature
Melinda Gaining
Dated: 3-30, 2006

Jurisdiction, Title: Jefferson Township Trustee
Signature
Patty Holland
Dated: 11-6-06, 2006

Jurisdiction, Title: Liberty Township Trustee
Signature
O. Michael Burch
Dated: 4/16/07, 2006

Jurisdiction, Title: Prairie Township Trustee
Signature
Donna Tauber
Dated: 4-12, 2006

Jurisdiction, Title: Spiceland Township Trustee
Signature
Dated: 3-7, 2006
Jurisdiction, Title: Stoney Creek Township Trustee

Signature: 

Jurisdiction, Title: Wayne Township Trustee

Signature: 

Jurisdiction, Title: Chief Blue River Township Volunteer Fire Dept.

Signature: 

Jurisdiction, Title: Chief Cadiz Township Volunteer Fire Dept.

Signature: 

Jurisdiction, Title: Chief Dunreith Volunteer Fire Dept.

Signature: 

Jurisdiction, Title: Chief Greensboro Volunteer Fire Department

Signature: 

Jurisdiction, Title: Chief Jefferson Township Volunteer Fire Dept.

Signature: 

Jurisdiction, Title: Chief Kennard Volunteer Fire Dept.

Signature: 

Jurisdiction, Title: Chief Knightstown Volunteer Fire Dept.

Signature: 

Printed Name: Michael C. Lykens

Printed Name: Randall W. Overman
Dated: 11/8/06, 2006

Printed Name: Todd Brown
Dated: Oct. 2, 2006

Printed Name: Mark A. Stuitts
Dated: 3-7-07, 2006

Printed Name: David B. Nuckey
Dated: 6-26, 2006

Printed Name: Steve Ferrell 3-10-01

Printed Name: Lip Jones 3-10-01

Printed Name: Christopher C. Millers
Dated: 4/20/06, 2006

Printed Name: Robert A. Schaeffer
Dated: 5-22, 2006

Printed Name: 
Dated: 9/20/06, 2006
Jurisdiction, Title; Chief Straughn Volunteer Fire Dept.
Dated: 7/20/2006
Signature
Landon Dean
Printed Name

Jurisdiction, Title; Chief Cadiz Police Department
Dated: 4/1/07/2006
Signature
Butch Baker
Printed Name

Jurisdiction, Title; Sheriff Henry County Sheriff's Department
Dated: 3/7/2006
Signature
Paul W. Blan
Printed Name

Jurisdiction, Title; Chief Knightstown Police Department
Dated: 9/30/2006
Signature
Daniel A. Dugan
Printed Name

Jurisdiction, Title; Chief Middletown Police Department
Dated: 7/28/2006
Signature
Jeffrey D. Murray
Printed Name

Jurisdiction, Title; Chief Mooreland Police Department
Dated: 4/20/2006
Signature
James E. Nicholson NC157
Printed Name

Jurisdiction, Title; Chief New Castle Police Department
Dated: 8/7/2006
Signature
Michael Harrison
Printed Name

Jurisdiction, Title; Chief Shirley Police Department
Dated: 3/10/07/2006
Signature
Danny C. Ford
Printed Name

Jurisdiction, Title; Chief Sulphur Springs Police Department
Dated: 3/18/2006
Signature

Jurisdiction, Title: **Henry County Sheriff's Department/EMS**

Signature

Jurisdiction, Title: **Director Middletown EMS**

Signature

Jurisdiction, Title: **New Castle/Henry County EMS Department**

Signature

Jurisdiction, Title: **Director Southwest Medical**

Signature

Jurisdiction, Title: **Superintendent, New Castle Correctional Facility**

Signature

Jurisdiction, Title: **Henry County Health Dept.**

Signature

Jurisdiction, Title: **Henry County Coroner**

Signature

Jurisdiction, Title: **Henry County Emergency Management Agency**

Signature