

## **RESOLUTION 07-12**

### **AN INTERLOCAL GOVERNMENT RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT**

**WHEREAS**, the Town of Westfield, Hamilton County, Indiana acting by and through its Town Council, desires to enter into a Mutual Aid Agreement pursuant to the provisions of Indiana Code 10-14-3-16, commonly known as the Indiana Emergency and Disaster Law, attached hereto, made a part hereof and marked "Exhibit A"; and

**WHEREAS**, the Indiana Code provides for agreements between governmental entities upon the adoption of resolutions in substantially similar form; and

**WHEREAS**, it is deemed in the public interest to provide for the adoption of a Mutual Aid Agreement under these circumstances.

**NOW THEREFORE, BE IT RESOLVED** as follows:

That the Town of Westfield, Hamilton County, Indiana, acting by and through its Town Council, is hereby authorized to execute a Mutual Aid Agreement in the form attached hereto, made a part hereof and marked "Exhibit B".

**ALL OF WHICH IS RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2007.

**WESTFIELD TOWN COUNCIL**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Andy Cook

\_\_\_\_\_  
Andy Cook

\_\_\_\_\_  
Andy Cook

\_\_\_\_\_  
John Dippel

\_\_\_\_\_  
John Dippel

\_\_\_\_\_  
John Dippel

\_\_\_\_\_  
Jack Hart

\_\_\_\_\_  
Jack Hart

\_\_\_\_\_  
Jack Hart

\_\_\_\_\_  
Robert Horkay

\_\_\_\_\_  
Robert Horkay

\_\_\_\_\_  
Robert Horkay

\_\_\_\_\_  
Joe Plankis

\_\_\_\_\_  
Joe Plankis

\_\_\_\_\_  
Joe Plankis

\_\_\_\_\_  
Robert Smith

\_\_\_\_\_  
Robert Smith

\_\_\_\_\_  
Robert Smith

\_\_\_\_\_  
Ron Thomas

\_\_\_\_\_  
Ron Thomas

\_\_\_\_\_  
Ron Thomas

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer, Cindy J. Gossard

This Resolution prepared by:  
Bruce Hauk, Town Manager  
Brian Zaiger, Town Attorney  
Krieg Devault LLP

**“Exhibit A”**

**IC 10-14-3-16**

**Director of local organizations; mutual aid arrangements**

**Sec. 16.**

(a) The director of a local organization for emergency management may develop or cause to be developed mutual aid arrangements with other public and private agencies within Indiana for reciprocal emergency management aid and assistance in case of disaster too great to be dealt with unassisted. An arrangement must be consistent with the state emergency management program and state emergency operations plan. During an emergency, a local organization for emergency management and the agency shall render assistance in accordance with the provisions of the mutual aid arrangement.

(b) The director of a local organization for emergency management and disaster:

(1) may assist in the negotiation of reciprocal mutual aid agreements between the governor and the adjoining state or the state's political subdivisions; and

(2) shall carry out arrangements or any agreement relating to the local and political subdivision.

(c) This subsection applies when the governor finds that two (2) or more adjoining counties would be better served by an interjurisdictional arrangement than by maintaining separate disaster agencies and services. The governor may, with the concurrence of the affected counties, delineate by executive order or regulation an interjurisdictional area adequate to plan for, prevent, or respond to disaster in that area, and direct steps to be taken as necessary, including the creation of an interjurisdictional relationship, a joint emergency operations plan, mutual aid, or an area organization for emergency management planning and services. A finding of the governor under this subsection must be based on One (1) or more factors related to the difficulty of maintaining an efficient and effective disaster prevention, preparedness, response, and recovery system on a unijurisdictional basis, including the following factors:

(1) Small or sparse population.

(2) Limitations on public financial resources severe enough to make maintenance of a separate disaster agency and services unreasonably burdensome.

(3) Unusual vulnerability to disaster as evidenced by a history of disaster, topographical features, drainage characteristics, disaster potential, and presence of disaster prone facilities or operations.

(4) The interrelated character of the counties in a multicounty area.

(5) Other relevant conditions or circumstances.

(d) If the governor finds that:

(1) a vulnerable area lies partly in Indiana and includes territory in another state or states; and

(2) it would be desirable to establish an interstate relationship, mutual aid, or an area organization for disaster; the governor shall take steps to establish an interstate relationship. If action under this subsection is taken with jurisdictions that have enacted the emergency management assistance compact, any resulting agreement or agreements may be considered supplemental agreements under article 7 of the compact.

(e) If the other jurisdiction or jurisdictions with which the governor proposes to cooperate under subsection (d) have not enacted the emergency management assistance compact, the governor may negotiate special agreements with the jurisdiction or jurisdictions. An agreement, if sufficient authority for making the agreement does not otherwise exist, becomes effective only:

(1) after the agreement's text has been communicated to the general assembly; and

(2) if a house of the general assembly does not disapprove of the agreement by the later of:

(A) the date of adjournment of the next ensuing session that is competent to consider the agreement; or

(B) not more than thirty (30) days after the date of the submission of the agreement.

**"Exhibit B"**  
**HAMILTON COUNTY, INDIANA**  
**MUTUAL AID AGREEMENT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the Board of Hamilton County Commissioners, Hamilton County, Indiana, and the Cities of Carmel, Indiana, and Noblesville, Indiana, the Towns of Arcadia, Atlanta, Cicero, Fishers, Sheridan, and Westfield, Indiana, and the townships of Adams, Clay, Delaware, Fall Creek, Jackson, Noblesville, Wayne, Washington and White River.

**WHEREAS**, Section 10-14-3-16, Indiana Emergency Management and Disaster Law, authorizes 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 other in case of a situation which demands emergency response to a degree beyond the existing capabilities of any single part; and

**WHEREAS**, it is deemed in the public interest for the parties hereto to enter into an agreement for mutual assistance in order to provide the reserves needed to assure each of the parties adequate protection.

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

1. The parties participating in this agreement will respond to calls for mutual aid assistance to any other party participating in this agreement, but, only upon request for such assistance made by the chief executive of the party or the senior department officers on duty for the requesting department. All requests for emergency assistance shall be made only to the chief executive or the department senior officer on duty.
2. Upon receipt of a request of assistance, the senior officer of the responding party will act upon the request as follows:
  - (a) Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction as determined by the senior officer of the responding party after discussion with the senior officer of the requesting party.
  - (b) If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or one occurs under this agreement, and the senior officer of the responding party reasonably determines, after a consideration of the severity of the emergency in his jurisdiction, that the responding party cannot comply with the requirements under this agreement without endangering life and/or incurring significant property damage in their jurisdiction, they may choose to use all equipment and personnel in their own jurisdiction. In such case, the senior officer of the responding party shall inform the senior officer of the requesting party of his decision.
3. It shall be the responsibility of the responding party to see that all personnel responding to the request for assistance are responsible persons, and the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
4. When personnel are sent to another area/community pursuant to this agreement, the authority, rights, privileges and immunities including any coverage un the Worker's Compensation laws, which they have in the sending community, shall be extended to any geographic area necessary as a result of the request when said personnel are acting within the scope of the authority conferred by this agreement.
5. 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.
6. 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. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus and/or negligence of its personnel while enroute to or returning from a specific location.

7. 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 any emergency due to actions which are required in responding 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.
8. No compensation shall be paid by the parties under this agreement for mutual aid assistance rendered.
9. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in consequence of mutual aid assistance rendered under this agreement, and all such rights or claims are hereby expressly waived by the respective parties to each party.
10. The senior officer in whose community the emergency state exists, and who places the request for assistance, shall in all instances be in command of the emergency as to the strategy, tactics and overall directions of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the senior officer in command of the responding party.
11. This agreement shall continue from year to year, unless a Thirty (30) day notice of termination is given by any party wishing to cease participation in this agreement. No further obligations or liabilities shall be imposed after such termination.
12. This agreement shall be valid only:
  - (a) When it is executed by the County/City/Town/Township Executive of the respective political jurisdictions pursuant to the ordinance/resolution of each jurisdiction authorizing the County/City/Town/Township Executive to execute it.
  - (b) When it is logged for record pursuant to the Indiana Emergency Management and Disaster Law, section 10-14-3-16.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Westfield Town Council

_____ Member	_____ Member	_____ Member
_____ Member	_____ Member	_____ Member
_____ Member		

Approved and signed by the Mayor of the City of Noblesville, Hamilton County, Indiana this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Westfield Town Manager

ATTEST:

\_\_\_\_\_  
Westfield Clerk Treasurer