

*Commonwealth of Virginia*

**STATEWIDE  
MUTUAL  
AID**

**Guidebook**

**June 1, 2001**

## STATEWIDE MUTUAL AID COMMITTEE

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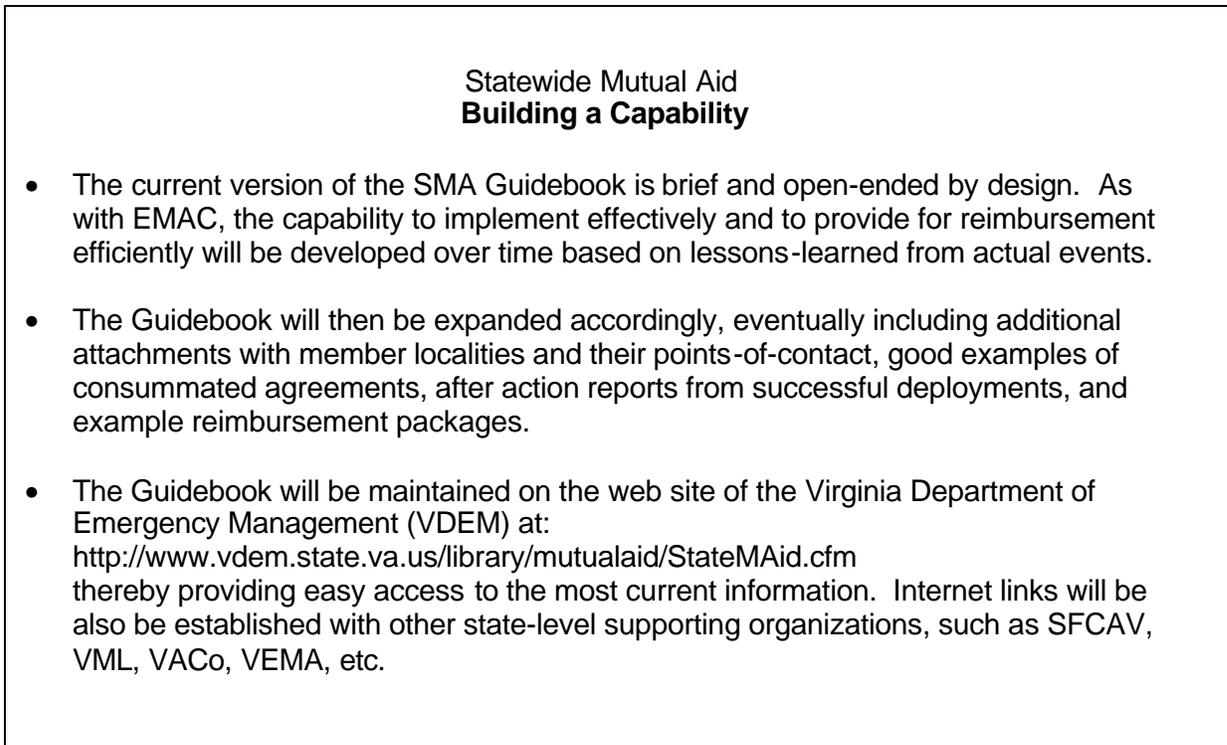
This committee will continue to promote Statewide Mutual Aid after the program is implemented and will continue to provide policy-making guidance and oversight as needed. Staff support will be provided by the Virginia Department of Emergency Management.

# STATEWIDE MUTUAL AID GUIDEBOOK

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Figure 1:



# STATEWIDE MUTUAL AID

## Introduction

The Statewide Mutual Aid (SMA) program was developed to assist cities and counties to more effectively and efficiently exchange services and resources, especially in response to a major disaster wherein assistance needs to be provided from one area or region of the state to another. SMA resolves inconsistencies and uncertainties concerning the insurance and liability coverage of emergency workers when deployed from one locality to another and takes full advantage of opportunities for federal/state reimbursement of deployment-related costs.

This program is supplemental to, and does not affect, existing day-to-day mutual aid agreements between adjacent or nearby localities.

The program is in two parts. Under the Authorizing Resolution (see Attachment 1), cities and counties will sign-on to the concept of statewide mutual aid thereby agreeing to provide assistance when asked and if able to do so. Then, in time of emergency, an Event Agreement (see Attachment 2) can be quickly developed and consummated whereby the specific manpower and equipment resources to be provided and the terms and conditions of the assistance will be identified and officially agreed to by both Requesting Party and Assisting Party.

Under SMA, any type of assistance may be requested and provided. However, the types of personnel or task forces to be deployed most often will have been pre-identified and expected practices for insurance, liability coverage, and reimbursement will have been established in advance. In other words, form and structure will be provided in advance in order to establish common expectations and procedures for implementation. This guidance will be included in this Implementation Guidebook.

Although provisions for reimbursement are provided, assistance under the SMA program should be requested and provided based only on the need to respond to an emergency, not because it is anticipated that federal/state reimbursement will be available.

Each member city or county must maintain public officials, law enforcement, general, and automobile liability for its own exposures. Each member locality must maintain workers' compensation coverage for its own employees and determine the extent of same coverage for potential emergency response personnel from volunteer and other non-governmental and/or contractual organizations. Volunteer fire and/or rescue organizations should have policies that provide at least \$1,000,000 of liability coverage per occurrence.

Within 10 days of the termination of mutual aid provided under this agreement, an after-action or summary report will be submitted by each Requesting/Receiving Party to each Assisting Party and to the SMA program manager at the Virginia Department of Emergency Management (VDEM). It should include lessons-learned and suggested recommendations for improving the program.

Once a city, county, or other political subdivision signs the Authorizing Resolution, it remains in effect for one year and is automatically renewed for successive one-year terms. The SMA program manager will keep the official record of, and report periodically on, the status of SMA. An event-specific after-action report will be provided whenever the program is implemented.

Figure 2:

**Statewide Mutual Aid  
What It Does**

- Provides form and structure setting forth common procedures and expectations.
- Solves potential problems and concerns related to liability, insurance, and reimbursement up-front.
- Has the active support of all local government management and professional emergency responder member organizations statewide.
- Does not interfere with day-to-day agreements or other state agency sponsored mutual aid arrangements or programs already in-place.
- Provides for the reimbursement of all deployment-related costs from the Requesting Party to the Assisting Party and, in turn, for the subsequent reimbursement of most of these costs from the federal government and/or the state government to the Requesting Party, especially in the event of a federal disaster declaration.

## **Implementation**

Statewide Mutual Aid (SMA) will be implemented by an official Event Agreement or contract between two member political subdivisions. If a member city, county, or town suffers, or expects to suffer, a major disaster and needs assistance from another, the local chief administrative official (City Manager or, Town Manager, or County Administrator) or the local Director of Emergency Management, as pre-authorized in the Guidebook, may: (1) implement SMA on their own by contacting another member directly and consummating a two party event agreement; or (2) call the State EOC and request guidance about how to implement.

The Mutual Aid program Manager, or his designee, can be accessed directly or through the State EOC to assist member political subdivisions to implement SMA at any time. The VDEM web site will provide the latest version of the SMA Guidebook, to include a listing of member political subdivisions with authorized points-of-contact and the forms needed for implementation.

Once the State EOC is activated, usually in conjunction with a “state of emergency” declaration by the Governor, a Mutual Aid Coordination Team (MACT), consisting of the Mutual Aid Program Manager and two or three pre-designated and trained mutual aid coordination specialists, will be established to serve as the primary coordination center for mutual aid (both SMA and EMAC). This team will report all known mutual aid activities in the state (such as contract agreements, deployments, and the return of deployed personnel) for inclusion in the daily Situation Report from the State EOC to the Governor’s Office. These reports will be provided as needed until all deployed personnel have returned to their home locality at which time a final status report will be prepared. This final report will then serve as the basis for each Assisting Party putting together its request-for-reimbursement package which is to be submitted directly to the Requesting Party. Each status report should include names, duty assignments, the duration of each deployment, and a good working cost estimate. A copy will also be provided to each participating political subdivision and posted to the VDEM web site.

The MACT will also have a capability for field deployment. One or two mutual aid coordination specialists may be dispatched to a local EOC in the disaster area. A cell phone for each and a pre-programmed laptop computer for both will be provided. Once in place, they will coordinate all mutual aid activities for that local EOC thereby providing the expertise needed to quickly and efficiently bring in expertise, manpower, and equipment as needed. In effect, they will become a part of the local EOC staff thereby relieving local officials of the mutual aid-related workload.

The three part SMA Event Agreement form (see Attachment 2) is the official form to be used by member localities when requesting or providing assistance under this program. Each SMA deployment can be officially implemented only with the completion of this form. Each part requires the signature of an official who has been pre-authorized to coordinate assistance under SMA and who is so designated in

the SMA Implementation Guidebook. Parts I and III will have the signature of the Requesting Party's chief administrative official, or his pre-authorized designee, and Part II will have the signature of the chief administrative official of the Assisting Party, or his pre-authorized designee. An officially completed SMA Event Agreement form constitutes, in effect, a contract between Requesting Party and Assisting Party.

The primary emphasis of SMA is to facilitate the provision of mutual aid between member political subdivisions—those that have signed-on through an Authorizing Resolution. If a non-member city, county, or other political subdivision wants to sign-on in anticipation of a major disaster, it may do so, thereby, upon acknowledgement from VDEM, becoming eligible to participate. The SMA program manager, or his designee, is available to facilitate this process.

The State Emergency Management Coordinator will, in coordination with the Chair of the SMA Committee, resolve any problematic policy or procedural issues during the activation and implementation of SMA as needed.

Once the Mutual Aid Program Manager, or his designee, is alerted by the potential Requesting Party, the SMA network of member political subdivisions will be activated. This will be accomplished by direct e-mail messages and by posting a notification to the VDEM web site. The Mutual Aid Program manager, or designee, will begin to list resources being offered from other member political subdivisions not affected, or not likely to be affected, by the current storm or event.

At some point, and definitely no later than when deployments begin, a daily or as needed status report will be provided. It should clearly reflect the following information for each participating political subdivision: potential requests, assistance being offered, active requests not yet filled (emphasized), assistance being provided (in some detail), and completed actions. This report will be posted to the VDEM web site in order to keep participating localities and other interested parties informed about on-going SMA activities.

To officially request assistance, the Requesting Party will complete Part I of the SMA Event Agreement form. The signature of the Requesting Party's chief administrative official, or pre-authorized representative, is required. Requests for SMA assistance may be initiated verbally when an urgent response is needed. However, verbal requests must be followed-up within 24 hours by completing and submitting Part I of the SMA Event Agreement form and this, except under extenuating circumstances, must be received before the Assisting Party responds by completing and submitting Part II.

Then, Part II of the SMA Event Agreement form is to be completed by the responding and potential Assisting Party. Necessary information about the personnel and resources to be provided and a good working cost estimate must be included. This information becomes the basis for the agreement. Direct coordination between program managers, or perhaps even in-the-field supervisors, in both the requesting locality and the assisting locality is essential so that what is being provided and the terms are clearly understood by both parties.

Figure 3:

### **How to Implement Statewide Mutual Aid**

- Sign-on through an Authorizing Resolution.
- Study and understand the Guidebook. Ask questions. Incorporate SMA into your existing plans and programs. Attend training when provided. Monitor the SMA program web page. Know that your active support and participation enhances local government self-sufficiency and improves statewide disaster preparedness. Be prepared to implement.

#### **Requesting Party**

- In response to a disaster-related critical need, complete Part I of the Event Agreement requesting assistance from one or more other SMA member political subdivisions. A direct verbal request followed by the form within 24 hours is acceptable.
- Request guidance and assistance in implementing SMA from the State EOC, if needed.
- Coordinate with responding potential assisting localities to determine the best available assistance. Be specific about what is being requested and what is being provided.
- Receive via fax a completed Part II with authorized signature from one or more potential assisting political subdivisions.
- Select the preferred provider. If you accept the services, terms and conditions presented, consummate the contract by signing and returning Part III via fax. Also provide a copy to the mutual aid program manager through the State EOC.
- Receive deployed personnel and make work assignments as needed and in accordance with the contract.
- Within 10 days after the return of all deployed personnel, provide a SMA after action report to the SMA program manager at VDEM in order to capture lessons-learned.
- After deployment and an official request for reimbursement from each Assisting Party, provide a one lump-sum payment to each as appropriate.
- Coordinate with VDEM to request federal/state reimbursement as appropriate.

#### **Assisting Party**

- Inventory personnel and resources. Consider insurance coverage and liability protection for those selected for potential deployment to another locality, especially volunteers.
- Receive a Part I or an unofficial "heads up" from a Requesting Party. Consider the availability of personnel.
- If your locality can help, respond directly to the Requesting party. Coordinate to determine the personnel, conditions, and terms of the assistance to be provided.
- Obtain an official Part I from the Requesting Party if not yet provided.
- Once there is a verbal understanding and agreement, follow-up by completing and submitting a detailed Part II of the Event Agreement form. If accepted, a completed Part III will be provided by the Requesting Party.
- Mobilize for deployment. Just prior to deployment, brief the team about what to expect and the documentation needed for reimbursement.
- Deploy and assist.
- Mobilize and return.
- Submit to the Requesting Party a Notification of Intent to Seek Reimbursement within 10 days and an official Request for Reimbursement package within 30 days of the return of deployed personnel.

Experienced local government officials can provide much-needed guidance to their counterparts in other localities who haven't recently experienced a major disaster but are about to. Such assistance can be provided under SMA and should be offered and requested by member political subdivisions as needed. These officials may need to visit for only a day or two.

If the services to be provided, terms, and conditions reflected in Part II meet with the approval of the Requesting Party's chief administrative official, he will then sign Part III of the SMA Event Agreement form. The authorizing signatures of the Requesting Party (Part III) and the Assisting Party (Part II) will, in effect, constitute a contract for services to be provided. Should the assistance provided or the terms and conditions change during deployment, the contract should be renegotiated.

The following records will be maintained by each Requesting Party EOC:

- Official completed SMA Event Agreements
- Summary report of each SMA conference call
- Copies of e-mail messages among participating localities
- Requesting Party EOC Situation Reports reflecting all outside assistance provided
- Manning document for all SMA-deployed personnel provided

When a SMA member locality receives a request for assistance (*i.e.*, a SMA Event Agreement form with Part I completed) from another SMA member political subdivision, it will:

- Confirm the availability of the resources requested.
- Notify the chief administrative official of the emergency declaration in the Requesting Party's locality, of the resources requested, and request approval to provide assistance under the terms of SMA. Obtain his approval.
- Respond telephonically within two hours of the receipt of the request advising the Requesting Party EOC the extent to which the requested assistance can be provided. Do not offer more than you can provide expeditiously so that other options, *i.e.*, resources from other localities, can be pursued.
- Complete and submit Part II of the SMA Event Agreement form within 12 hours of the receipt of the Part I request informing the Requesting Party of the specific assistance being offered and a cost estimate. The signature of the Assisting Party's chief administrative official or his authorized representative is required.

During Part II of the SMA process, direct coordination between Requesting Party and Assisting Party program managers or other responsible parties is strongly encouraged. Each should have a working understanding of what is needed, what is going to be provided, and the terms of reimbursement. Such a discussion would also serve to confirm the legitimacy of the request and the appropriateness of the response. The logistical arrangements for the reception of Assisting Party personnel in the Requesting Party's locality (time, place, point-of-contact, lodging arrangements, etc.) should also be included in Part II.

**Workers' Compensation Coverage:** Each member political subdivision will be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the Commonwealth of Virginia, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each member political subdivision should understand that workers' compensation coverage does not automatically extend to volunteers. Each local government may obtain accident insurance for any volunteer at the locality's discretion. Workers' compensation coverage for certain volunteers (volunteer firefighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve police, auxiliary or reserve deputy sheriffs, volunteer emergency medical

technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation coverage. As an alternative, the individual volunteer company may obtain workers' compensation insurance coverage for this exposure.

**Automobile Liability Coverage:** Each Member Locality is responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the Commonwealth of Virginia, (2) by being a qualified self insured, or (3) by being a member of a group self insurance association. Each Member Locality agrees to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and a coverage symbol "1" extending coverage to owned, non-owned, and hired vehicles. It is understood that the local government may include in the emergency response, volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the Member Locality to determine if the volunteer company has automobile liability coverage as outlined in this section.

**General Liability, Public Officials Liability, and Law Enforcement Liability:** To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Member Locality agrees to obtain general liability coverage with a limit of at least \$1,000,000 combined single limit. Each Member Locality agrees to obtain public official liability coverage and law enforcement liability coverage with a limit of at least \$1,000,000 combined single limit. These coverages may be obtained (1) by a policy with an insurance company licensed to do business in the Commonwealth of Virginia, (2) by being a qualified self insured, (3) by being a member of a group self insurance association, or (4) by any insurance plan administered through the Department of General Services Division of Risk Management.

The Requesting Party's EOC will monitor and assist personnel deployed under SMA from other localities providing logistical and technical support as needed. SMA-deployed personnel will be instructed to report to the Requesting Party's EOC upon arrival and departure and to advise him of any change of status.

A pre-deployment briefing should be provided to persons to be deployed by the Assisting Party just prior to their departure. They will need to know what working conditions to expect and how to keep the records needed for requesting reimbursement. Should an Assisting Party provide a strike team or other substantial in-the-field resources, it should also provide a Field Deployment Liaison Officer as a part of the deployment to document missions requested and assigned, assure that reimbursement documentation is maintained, and prepare a demobilization plan to return personnel and equipment in a safe and timely manner.

Significant follow-up activity will be required by the Requesting Party's finance officer and the Assisting Party's finance officer, in coordination with the VDEM finance officer, to assure proper reimbursement and to assure that the necessary records are maintained for auditing purposes. See below.

The Mutual Aid Program Manager will prepare a SMA deployment summary report evaluating and recommending improvements to existing guidance and procedures. This report will be submitted to the State Coordinator of Emergency Management and to the Chair of the Statewide Mutual Aid Committee.

## **Reimbursement under SMA**

The Requesting Party will reimburse the Assisting Party for all deployment-related costs to include those related to personnel, use of equipment, and travel. All such costs must be well documented in order to be eligible for reimbursement. Only if this policy and practice is pre-existing will the Requesting Party in turn be eligible for reimbursement from the Federal Emergency Management Agency (FEMA) in accordance with the Stafford Act which provides disaster relief in the event of a Presidential disaster declaration. Rapid and accurate collection and submission of documentation will expedite the reimbursement process for all parties.

Each Assisting Locality will request, and the Requesting Locality will provide, reimbursement in the form of one lump-sum payment. Only after each Assisting Party has been reimbursed by the Requesting Party may the Requesting Party then request reimbursement of eligible costs from FEMA pursuant to the Stafford Act and from the Commonwealth.

Before deployment, the Requesting Party and the Assisting Party will agree to, at least in general terms, what services are to be provided and a cost estimate. This is to be accomplished in Part II of the SMA Event Agreement form.

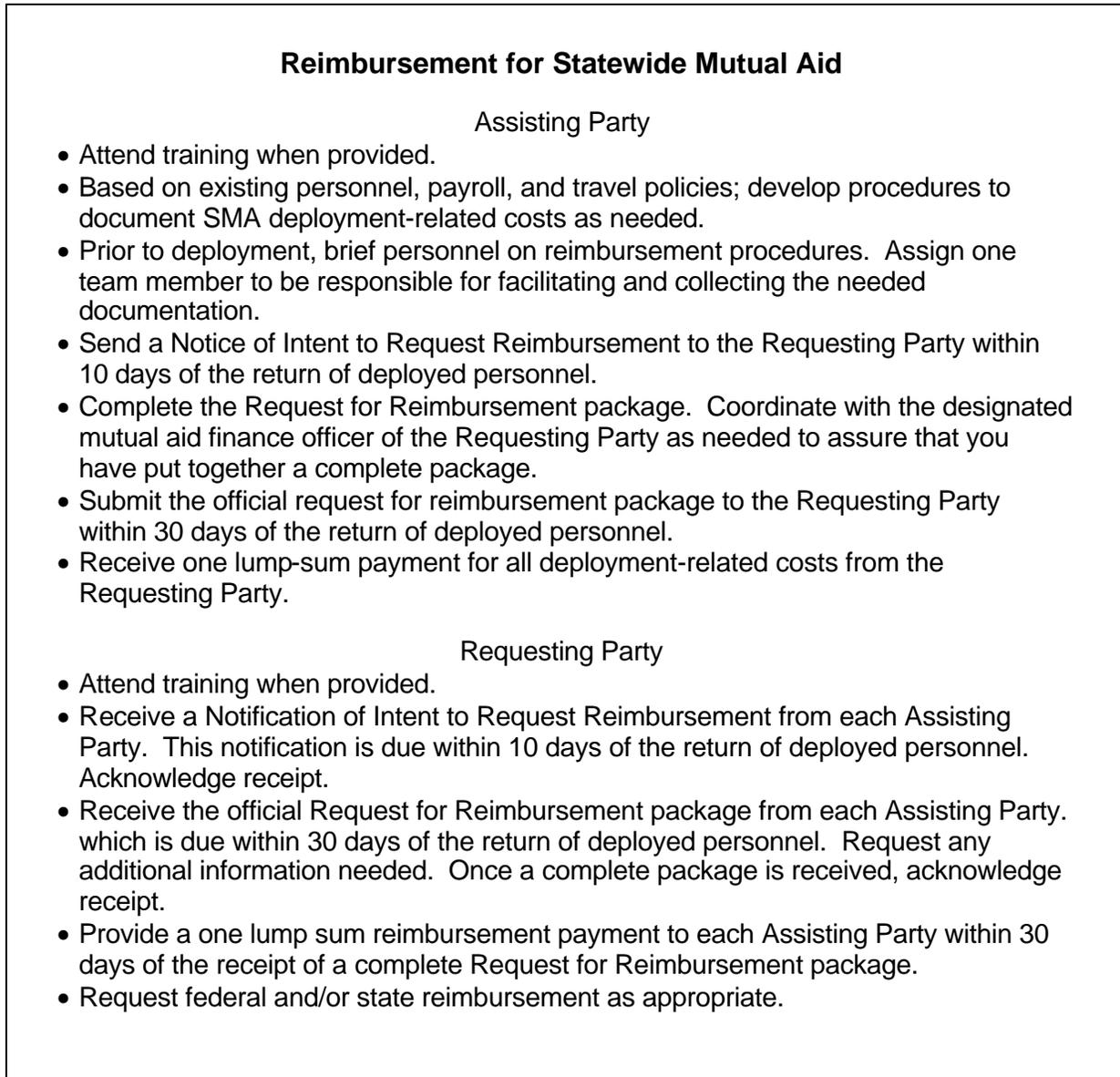
Each Assisting Party will provide notice to the Requesting Party of its intention to seek reimbursement within 10 days of the return of deployed personnel. Such notification should include a brief summary of the services provided, an estimated total amount to be requested (which the Requesting Party will need for budgeting purposes), and an official point-of-contact or finance project officer who will be responsible for the package. The Requesting Party should officially acknowledge receipt of each letter of notification and of its intent to reimburse the Assisting Party for expenses incurred once the SMA-required documentation is provided.

The Assisting Party will then prepare and submit a Request for Reimbursement package to the Requesting Party within 30 days of the return of deployed personnel. This package will consist of:

- A cover letter that summarizes the assistance provided under SMA and officially requests reimbursement for expenses incurred. The finance officer responsible for the package should be identified as the point-of-contact for additional information or clarification.
- A copy of the official SMA Event Agreement form with authorizing signatures.
- A single invoice listing services provided with one total cost.
- Supporting documentation.

Reimbursement is based on the personnel and travel policy of the supporting or home agency/locality/organization. Costs can include regular and overtime labor, travel, lodging, and meals. Travel costs should be included with all names specified. Generally, only actual and documented expenses may be claimed. Reimbursement is permitted for per diem costs. However, complimentary rooms, meals, and other services are not eligible and per diem expenses may need to be prorated accordingly. Reimbursement is permitted for the travel and per diem costs of volunteers. Separate documentation is required for each crew to include names, work performed, location of work, and date/time of work. Requests for reimbursement for damaged equipment must be accompanied by photographs, a detailed narrative report, and cost information. Indirect costs, such as (1) staff time for advance coordination or follow-up reimbursement or (2) a pro rata part of health coverage or other benefits, are normally not reimbursable.

Figure 3:



In the spirit of SMA, Assisting Parties are expected to accomplish a cost-effective deployment while providing a much-needed service. The extent to which this is accomplished will be reflected in the SMA Summary Report of each disaster. Future SMA deployments will be based on those that have proven to work best.

Substantive changes during the deployment to the terms and conditions in the original SMA Event Agreement form may require a supplemental request and agreement. A copy of the original SMA Event Agreement form, and any supplemental SMA Event Agreement forms with supplemental terms and conditions, must be included in the Request for Reimbursement package.

The Requesting Party will reimburse the Assisting Party for all reasonable expenses. A one lump sum payment will be made to each Assisting Party within 30 days of the receipt of a complete Request for Reimbursement package.

In order for a Requesting Party to be eligible for federal disaster assistance to cover the costs of having already reimbursed one or more Assisting Parties, a pre-condition of “no charge” must not exist. Therefore, it is in the best interest of all parties, and of the SMA program itself, to actively seek and provide reimbursement for SMA deployments and to establish a precedent for doing so. Such an established practice will enhance eligibility for federal assistance following subsequent major disasters.

The Mutual Aid Program Manager, or his designee, should keep a record of all deployment-related documentation, from the original SMA Event Agreement to the final payment from the Requesting Party. He should actively coordinate with participating localities to encourage and facilitate proper reimbursement. Reminder notices in anticipation of key due dates (such as the Notification to Seek Reimbursement within 10 days and the official Request for Reimbursement package within 30 days) should be provided as needed. A VDEM financial officer will be designated to monitor and provide guidance to participating localities concerning reimbursement as needed.

## **Training**

The Mutual Aid Program Manager, two or more part time mutual aid specialists, and the designated mutual aid finance officer will constitute the VDEM mutual aid staff. They should be prepared at all times to implement mutual aid—either EMAC or SMA—on short notice. Training will be provided by the Mutual Aid Program Manager as needed to assure an appropriate level of preparedness. Detailed after action reports will be compiled after all mutual aid deployments in order to capture lessons-learned and to improve policies and practices for future deployments.

SMA is a local government program. Local governments and their emergency services providing departments, agencies, and organizations need to know how to participate. The member organizations on the SMA Committee will provide training and “marketing” as needed. Such training should also incorporate interstate mutual aid under EMAC and the day-to-day, reciprocal agreements between adjacent localities.

A “Mutual Aid Procedures” manual will serve as the basis for training the Mutual Aid Coordination Team and other members of the State Emergency Response Team (SERT). Training must also be provided to local Emergency Management Coordinators and other designated local officials. How to implement Statewide Mutual Aid should be incorporated into state and local emergency operations plans and programs.

## **STATEWIDE MUTUAL AID FOR EMERGENCY MANAGEMENT MODEL AUTHORIZING RESOLUTION**

WHEREAS, the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, (Title 44, Chapter 3.2 of the Virginia Code) authorizes the Commonwealth and its political subdivisions to provide emergency aid and assistance in the event of a major disaster; and

WHEREAS, the statutes also authorize the State Emergency Operations Center to coordinate the provision of any equipment, services, or facilities owned or organized by the Commonwealth or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual aid in accordance with Title 44, Chapter 3.2 of the Code of Virginia among political subdivisions, other authorized entities and officers within the Commonwealth;

NOW, THEREFORE, the [governing body] resolves that the [political subdivision] shall have the authority to participate in the Statewide Mutual Aid Program in the event of emergency or disaster in accordance with the following terms and conditions, which shall be in the nature of a compact and agreement among participating entities which have adopted similar executive orders, ordinances or resolutions. This Statewide Mutual Aid program may include requests for and provision of personnel, equipment, materials, and other forms of assistance, or any combination of assistance, to any entity within the Commonwealth, pursuant to the following terms and conditions:

### **SECTION 1. DEFINITIONS**

- A. "EVENT AGREEMENT" -- a contract between two member political subdivisions entered into at the time of emergency in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in the Agreement.
- B. "REQUESTING PARTY" -- the member political subdivision requesting aid in the event of an emergency or disaster and participating in the Statewide Mutual Aid Program pursuant to the terms and conditions of this Resolution.
- C. "ASSISTING PARTY" -- the member political subdivision furnishing equipment, services and/or manpower to the Requesting Party, and participating in the Statewide Mutual Aid Program ("the Program") pursuant to terms consistent with those in this Resolution.
- D. "AUTHORIZED REPRESENTATIVE" -- an officer or employee of a member political subdivision authorized in writing by that entity to request, offer, or provide assistance under the terms of this Resolution.
- E. "DEPARTMENT" -- the Department of Emergency Management.
- F. "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.
- G. "DISASTER" -- any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the Governor or the President of the United States.

- H. "IMPLEMENTATION GUIDEBOOK" -- Guidance document promulgated by the Department to assist member political subdivisions with Statewide mutual aid activities, to provide procedures and minimum standards for participation, and to provide for compliance with state and federal reimbursement requirements.
- I. "MAJOR DISASTER" -- a disaster which is likely to clearly exceed local capabilities and require a broad range of state and federal assistance.
- J. "MEMBER POLITICAL SUBDIVISION" -- any political subdivision or authorized officer or agency within the Commonwealth of Virginia which maintains its own emergency services organization and plan and which enacts an ordinance or resolution or promulgates an executive order with terms substantially similar to those set out in this Resolution, authorizing Statewide Mutual Aid pursuant to Title 44 of the Virginia Code.
- K. "STATE EOC" -- the Virginia Emergency Operations Center from which assistance to localities is coordinated when local emergency response and recovery resources require supplementation. This facility is operated by the Virginia Department of Emergency Management.

## SECTION 2. PROCEDURES FOR PROVISION OF MUTUAL AID

When a member political subdivision either becomes affected by, or is under imminent threat of an emergency or disaster and, as a result, has officially declared an emergency, it may request emergency-related mutual aid assistance by: (1) submitting a Request for Assistance to an Assisting Party or to the State EOC, or (2) orally communicating a request for mutual aid assistance to an Assisting Party or to the State EOC, followed as soon as practicable by written confirmation of the request. Mutual aid shall not be requested by a member political subdivision unless resources available within the stricken area are deemed to be inadequate. All requests for mutual aid must be transmitted by the Authorized Representative of the member political subdivision or the Director of Emergency Management. No member political subdivision shall be required to provide mutual aid unless it determines that it has sufficient resources to do so.

- A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and provide the information in the Request Form prescribed in the SMA Implementation Guidebook. Each Assisting Party must communicate directly with the Requesting Party in order to execute an Event Agreement. The Requesting Party shall be responsible for keeping the State EOC advised of the status of mutual aid activities.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM THE STATE EOC: The Requesting Party may directly contact the State EOC, in which case it shall provide the information in the Request Form in the SMA Implementation Guidebook. The State EOC may then contact other member political subdivisions on behalf of the Requesting Party. Once identified, each Assisting Party must communicate directly with the Requesting Party in order to execute an Event Agreement.
- C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party, or by the State EOC on behalf of a Requesting Party, the Authorized Representative of any member political subdivision agrees to assess local resources to determine available personnel, equipment and other assistance.
- D. SUPERVISION AND CONTROL: When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, which shall advise supervisory personnel of the Assisting Party of work tasks, for assignment to personnel. Direct supervision and control of personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the

operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

- E. **FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.
- F. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.
- G. **RIGHTS AND PRIVILEGES:** Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position.
- H. **TERM OF DEPLOYMENT:** The initial duration of a request for assistance is normally seven days and may be extended, if necessary, in seven day increments. However, the duration may be shorter or longer as reflected in the Event Agreement.
- I. **SUMMARY REPORT:** Within ten days of the return of all personnel deployed under SMA, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party and to the Department. The Report shall be in a format prescribed by the Department and shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.

### SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Resolution shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the Event Agreement.

- A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses, benefits, workers' compensation claims and expenses) incurred during the period of assistance, unless agreed to otherwise by the parties in the Event Agreement.
- B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the disaster. Each Party shall maintain its own equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Party

shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

- C. MATERIALS AND SUPPLIES: The Assisting Party 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 rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Department.
- D. RECORD KEEPING: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with existing policies and practices. Requesting Party and Department finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. Later, Department personnel will provide assistance to the Requesting Party in seeking federal and State reimbursement.
- E. PAYMENT: Unless otherwise mutually agreed, the Assisting Party shall bill the Requesting Party 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. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement, unless otherwise agreed upon.
- F. WAIVER OF REIMBURSEMENT: A member political subdivision may assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided.

#### SECTION 4. INSURANCE

- A. WORKERS' COMPENSATION COVERAGE: Each member political subdivision shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act.
- B. AUTOMOBILE LIABILITY COVERAGE: Each member political subdivision shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Member political subdivisions agree to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of each member political subdivision to determine if the volunteer company has 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 member political subdivision shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Resolution. Each member political subdivision agrees to obtain general liability, public officials liability and law enforcement liability, if applicable, with minimum single limits of no less than one million dollars, or maintain a comparable self-insurance program.

**SECTION 5. ROLE OF THE DEPARTMENT OF EMERGENCY MANAGEMENT**

The Department shall, during normal operations, provide staff support to political subdivisions, officers and authorized agencies, serve as the central depository for agreements, resolutions, ordinances and executive orders, maintain a current listing of member political subdivisions, and provide a copy of this listing to each on an annual basis. The State EOC shall, during emergency operations, (1) request mutual aid on behalf of a member political subdivision, under the circumstances identified in this Agreement, (2) keep a record of all Requests for Assistance and Acknowledgments, (3) report on the status of ongoing emergency or disaster-related mutual aid as appropriate, and assist participants in meeting all procedural and other requirements, including those pertaining to federal and State cost reimbursement.

**SECTION 6. SEVERABILITY AND THE EFFECT ON OTHER AGREEMENTS**

Should any portion, section, or subsection of this Resolution be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Resolution shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated. In the event that any parties to this Resolution have entered into other mutual aid agreements, those parties agree that said agreement will remain in effect unless in conflict with this Resolution in which case they are superseded by this Resolution for the purposes of provision of mutual aid pursuant to Title 44 of the Virginia Code. In the event that two or more member political subdivisions have not entered into another agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Resolution shall apply between those parties.

ADOPTED BY POLITICAL SUBDIVISION:

\_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution/Ordinance adopted by the [governing body] on \_\_\_\_\_ .

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*\*\*

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF EMERGENCY MANAGEMENT**

ACKNOWLEDGED BY: \_\_\_\_\_ , \_\_\_\_\_  
(Name of Official) (Title)

DATE: \_\_\_\_\_

**STATEWIDE MUTUAL AID EVENT AGREEMENT**

**PART I: REQUEST FOR ASSISTANCE**

Emergency or disaster event: \_\_\_\_\_

Requesting Party: \_\_\_\_\_

1. General description of the event:  
(Attach latest local Situation Report or summarize briefly.)
  
2. Identification of the emergency services function(s) for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, mass care, resource support, search and rescue etc.) and the particular type of assistance needed.
  
3. Identification of the public infrastructure system(s) for which assistance is needed (e.g., sanitary sewer, potable water, storm water systems, etc.) and the type of work assistance required.
  
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed:
  
  
5. Identify the Requesting Party's representative or point-of-contact.

Authorized Requesting Party Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

After completion of Part I, fax this entire three page form to the potential assisting party and to the State EOC: (804) 674-2419.

# STATEWIDE MUTUAL AID EVENT AGREEMENT

## PART II: ASSISTANCE TO BE PROVIDED

Assisting Party: \_\_\_\_\_

The request for assistance from \_\_\_\_\_ has been received.  
(Check one box only.)

Assistance can be provided as follows:

1. Personnel: (List primary point-of-contact/team leader and all personnel. Provide titles and Social Security #s for each. Be specific about the deployment related costs for which reimbursement will be requested. The assisting party agrees that it will not seek reimbursement from the requesting party for workers' compensation coverage or claims.)

2. Equipment:

3. Place of Arrival:

4. Estimated Date and Time of Arrival:

5. Estimated Date and Time of Departure:

6. The above terms and information have been coordinated with the Requesting Party's point-of-contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Assistance cannot be provided at this time. Briefly explain why.

Authorized Assisting Party Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

After completion of Part II, fax this entire three page form to the requesting locality and to the State EOC: (804) 674-2419.

## STATEWIDE MUTUAL AID EVENT AGREEMENT

### PART II: ASSISTANCE TO BE PROVIDED - CONTINUATION (OPTIONAL)

### PART III: REQUESTING PARTY'S APPROVAL

Assistance in accordance with the Statewide Mutual Aid Guidebook and the terms and conditions described in Part II of this agreement is hereby: Accepted  Declined   
(Check only one box.)

Authorized Requesting Party Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

After completion of Part III, fax this entire three page form to the locality offering assistance and to the State EOC: (804) 674-2419.