BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	08/30/2016	**Meeting Date:**	09/19/2016
Contact Information:			
Requested by:	Rick Littleton – DPW Superintendent		
On Behalf of Organization or Individual:	DPW		
Telephone:	317-736-3640		
Email address:	rlittleton@franklin.in.gov		
Mailing Address:	796 S. State Street		
Describe Request:			
Request approval of Mutual Aid Agreement			
List Supporting Documentation Provided:			
State of Indiana Mutual Aid Agreement for Water/Wastewater			
Who will present the request?			
Name:	Rick Littleton	**Telephone:**	317-736-3640

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

STATE OF INDIANA
MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

ARTICLE II. DEFINITIONS

A. EMERGENCY – A natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Member.

B. AGREEMENT – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at the **Indiana Department of Environmental Management, 100 N. Senate Avenue, Indianapolis, IN 46204.**

C. PARTICIPATING UTILITY – Any Water/Wastewater utility which executes this Mutual Aid Agreement.

D. DAMAGED UTILITY – Any Participating Utility which sustains physical damage to its water/wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.

E. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.

F. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility's governing board to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)

G. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after providing the assistance requested, to their residence or place of Work, whichever is first to occur.

H. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.

I. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

J. National Incident Management Systems (NIMS) – A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered by a Steering Committee composed of representatives of the participating utilities. The purpose of the Steering Committee is to plan and coordinate emergency planning response activities for the Mutual Aid and Assistance Program. The Steering Committee shall be under the leadership of an elected Chairperson and shall meet annually to review preparedness and response procedures.

ARTICLE IV PROCEDURE

In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
   1. a general description of the damage sustained;
   2. the part of the water/wastewater system for which assistance is needed;
   3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
   4. the present weather conditions and the forecast for the next twenty-four hours; and
   5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
   6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:
   1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
   2. the estimated length of time the personnel, equipment and materials will be available;
   3. the work experience and ability of the personnel and the capability of the equipment to be furnished;

4. the name of the person or persons to be designated as supervisory personnel; and
5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.

C. National Incident Management System: When providing assistance under this Agreement, the Damage Utility and Assisting Utility shall be organized and shall function under the National Incident Management System. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the Assisting Utility, and report Work progress to the Damaged Utility.

D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.

E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

F. Status: Unless otherwise provided by law, the Assisting Utility's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

G. Licenses and Permits: To the extent permitted by law, Assisting Utility personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

H. Right to Withdraw: The Assisting Utility's Authorized Representative retains the right to withdraw some or all of its resources as any time. Notice of intention to withdraw must be communicated to the Damaged Utility's Authorized Representative as soon as possible.

ARTICLE V REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Assisting Utility's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. (The Damaged Utility reimbursement to the Assisting Utility must consider all personnel costs, including salaries or hourly rates, costs for fringe benefits, and indirect costs.)

B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting

Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.

C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45^{th}) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.

E. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions of a billing should withheld until the dispute is resolved.

ARTICLE VI <u>INSURANCE</u>

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VII DISPUTE RESOLUTION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be referred to mediation in the State of Indiana, with costs borne equally by the parties participating. If the parties cannot resolve the matter through mediation the dispute shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

ARTICLE VIII DAMAGED UTILITY'S DUTY TO INDEMNIFY

The Damaged Utility shall assume the defense of, fully indemnify and hold harmless, the Assisting Utility, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from Assisting Utility's work during a specified Period of Assistance. The scope of the Damaged Utility's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan from the Assisting Utility, or faulty workmanship or other negligent acts, errors, or emissions by Damaged Utility or the Assisting Utility personnel.

ARTICLE IX SIGNATORY INDEMNIFICATION

In the event of a liability, claim demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Utilities who receive and provide assistance shall indemnify and hold harmless those Utilities whose involvement in the transaction or occurrence that is the subject of such claim, demand, or other proceeding is limited to execution of this Agreement.

ARTICLE X WORKER'S COMPENSATION CLAIMS

The Assisting Utility is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XI NOTICE

A Utility who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Utilities of this Agreement shall provide prompt and timely notice to the Utilities who may be affected by the suit or claim. Each Utility reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorizing representative executes the Agreement and the Network Administrator receives the Agreement. The Administrator shall maintain a list of all Members.

ARTICLE XIII WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Administrator and the Chair of the Steering Committee.

ARTICLE XIV MODIFICATION

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modification to this Agreement may be due to programmatic operational changes to support the agreement. Modifications require a simple majority vote of Members. The Chair of the Steering Committee must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XV PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XVI INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement may participate in Mutual Aid and Assistance activities conducted under the State of Indiana's Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC).

STATE OF INDIANA
MUTUAL AID AGREEMENT FOR WATER/WASTEWATER
(CONTINUED)

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/ Wastewater Mutual Aid Agreement this _____ day of _____, 20 __.

Name of Participating Utility: _____
Please Print

Signature: _____
Municipal or Utility Official

_____
Please Print Name

Title: _____

Water/Wastewater Utility Emergency Contacts

Water Contact:

Name: _____
Please Print

Title: _____

Wastewater Contact:

Name: _____
Please Print

Title: _____

Please mail the signed and dated original to:

Security and Counter Terrorism Coordinator
Drinking Water Branch
Indiana Department of Environmental Management
100 N. Senate Avenue
Indianapolis, IN 46204

Utility Emergency Contact Information Form

Please provide the following information on your utility's emergency contacts and send it in with your utility's signed Mutual Aid Agreement.

Utility Name	
Utility Address	
Utility Business Phone	
Utility Emergency Contact	
Primary Contact	
Cell Phone	
Email	
Alternate Contact	
Cell Phone	
Email	

Please also register your utility on the InWARN WebPage (www.inwarn.org) and have your emergency contacts register as well so that they will receive emergency communications issued through the WebPage.