

MUTUAL AID AGREEMENT

Between Decatur County, Indiana and the Town of **SAINT PAUL**, Indiana

For Highway Department and Public Works Assistance

*This Agreement is entered into as of ____/____/____, by and between the Board of Commissioners of Decatur County, Indiana (“the County”) and the Town of **SAINT PAUL**, Indiana, acting by and through its Town Council (“the Town”). The County and the Town are referred to collectively as “the Parties.”*

1. Purpose and Intent

The purpose of this Agreement is to establish a framework for voluntary, timely, and coordinated assistance between the County’s Highway Department and the Town’s Public Works Department for roadway maintenance, public works operations, and emergency response within Decatur County. This Agreement is intended to benefit the residents of both the County and the Town of SAINT PAUL, INDIANA by maximizing the effective use of available public resources.

2. Legal Authority

This Agreement is authorized under Ind. Code § 36-1-7 (Interlocal Cooperation), Ind. Code § 10-14-3 (Emergency Management and Disaster Law), Ind. Code § 36-2-13 (County Highway), Ind. Code § 36-5-4 (Town Powers), and other applicable Indiana statutes governing cooperative agreements between county and municipal governments.

3. Definitions

For purposes of this Agreement: “Assisting Party” means the Party providing personnel, equipment, or materials in response to a request; “Requesting Party” means the Party initiating a request for assistance; “County Highway Department” means the Decatur County Highway Department under the direction of the County Highway Superintendent; “Town Public Works Department” means the public works, street, or utility department of the Town of SAINT PAUL, INDIANA; “Incident” means any emergency, natural disaster, declared emergency, or non-emergency operational need for which assistance is requested under this Agreement.

4. Scope of Assistance

Assistance provided under this Agreement may include, but is not limited to: personnel and labor; equipment and vehicles; materials and supplies; roadway repair and maintenance support; storm cleanup and debris removal; snow and ice control operations; utility and infrastructure support; and other related public works functions mutually agreed upon by the Parties. Assistance is voluntary and subject to the availability of resources in the sole judgment of the Assisting Party.

5. Request, Activation, and Coordination

Requests for assistance shall be made by the Decatur County Highway Superintendent (or designee) or by the Town of SAINT PAUL Public Works Director (or designee), as applicable. Requests shall be communicated directly between designated contacts and shall utilize NIMS/ICS structure during declared emergencies. Each Party shall designate a primary contact and an alternate contact for purposes of this Agreement. The County's primary contact is the Decatur County Highway Superintendent. The Town's primary contact is _____ Contacts may be updated by written notice without requiring a formal amendment.

6. Cost, Reimbursement, and Rates

The Requesting Party shall reimburse the Assisting Party for all reasonable and documented costs incurred in providing assistance, including personnel costs (at the Assisting Party's actual wage and benefit rates), equipment usage rates (at FEMA Schedule or mutually agreed rates), and materials at actual cost plus a reasonable handling charge. Reimbursement invoices shall be submitted within sixty (60) days of the conclusion of assistance. The Parties may, by mutual written agreement, waive reimbursement for specific activations or routine non-emergency assistance.

7. Status of Personnel; Workers' Compensation

All personnel providing assistance under this Agreement shall remain employees of their home agency (the County or the Town, as applicable) at all times. Personnel shall not be deemed employees, agents, or servants of the Requesting Party. Workers' compensation coverage and employer liability for assisting personnel shall remain the sole responsibility of their home agency.

8. Liability; Indemnification; Immunities

Each Party retains all protections, immunities, and defenses available under the Indiana Tort Claims Act (Ind. Code § 34-13-3) and all other applicable law. Each Party shall be responsible for the acts and omissions of its own employees and agents. Neither Party waives any immunity or defense by entering into this Agreement. Each Party shall indemnify and hold harmless the other Party from claims arising out of its own negligent or wrongful acts or omissions.

9. Insurance

Each Party shall maintain, at its own expense, such insurance or self-insurance as is customary and adequate for its operations, including general liability, automobile liability, and workers' compensation coverage. Each Party shall provide proof of coverage upon request. Neither Party shall be required to name the other as an additional insured as a condition of this Agreement, unless separately agreed in writing.

10. Equipment Care, Safety, and Return

All equipment provided under this Agreement remains the property of the Assisting Party at all times. The Requesting Party shall exercise reasonable care in the use of all borrowed equipment, shall not use it for purposes outside the scope of this Agreement, and shall return it in the same condition as received, normal wear excepted. The Requesting Party shall be responsible for the cost of repair or replacement of equipment damaged due to negligent use by the Requesting Party's personnel.

11. Communications and Interoperability

The Parties shall cooperate to coordinate radio frequencies, data systems, and field communications as needed to ensure effective interoperability during joint operations. Each Party is responsible for ensuring its own personnel are equipped with appropriate communication devices. The Parties shall share relevant contact information and radio channel assignments as mutually agreed.

12. Documentation and Records

Both Parties shall maintain complete and accurate records of all assistance rendered under this Agreement, including daily logs of personnel hours, equipment usage, and

materials consumed. Records shall be retained for a minimum of seven (7) years and shall be made available for audit by either Party, the State of Indiana, or any federal agency as required. Records shall support any requests for reimbursement, including FEMA Public Assistance applications in the event of a declared disaster.

13. Training and Exercises

The Parties may, by mutual agreement, participate in joint training sessions, tabletop exercises, or field exercises to promote operational readiness and familiarize personnel with each other's equipment, protocols, and facilities. Costs of joint training shall be shared as agreed in advance. Participation in training is voluntary and shall not constitute a waiver of any right or obligation under this Agreement.

14. Procurement and Fiscal Controls

Each Party shall comply with its own applicable purchasing, procurement, and fiscal control requirements. In the event of a declared emergency, each Party may utilize applicable emergency purchasing authority under Indiana law. Expenditures made in connection with this Agreement shall be subject to each Party's standard financial and audit controls. Neither Party shall obligate the other Party financially without prior written authorization from the other Party's authorized official.

15. Term; Termination; Suspension

This Agreement shall be effective upon execution by both Parties and shall remain in force for a period of five (5) years, unless earlier terminated. The Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice of non-renewal at least sixty (60) days prior to the renewal date. Either Party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. Either Party may suspend its obligations under this Agreement upon immediate written notice in the event of a fiscal emergency, force majeure, or other extraordinary circumstance, provided that any assistance then in progress shall be concluded in a safe and orderly manner.

16. Amendments

This Agreement may be amended only by a written instrument duly executed by authorized representatives of both Parties and approved by the Decatur County Board of

Commissioners and the Town Council of the Town of SAINT PAUL, INDIANA. No oral modification, course of dealing, or prior practice shall constitute an amendment.

17. Non-Discrimination

Each Party shall comply with all applicable federal and state non-discrimination laws and regulations in the performance of this Agreement, including but not limited to Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and all applicable Indiana civil rights statutes. Neither Party shall discriminate in the provision of services or employment on the basis of race, color, religion, sex, national origin, disability, age, or any other protected characteristic.

18. Compliance with Law

Both Parties shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with their performance under this Agreement, including OSHA safety standards, environmental regulations, and any applicable requirements of the Indiana Department of Transportation or the Federal Highway Administration.

19. Dispute Resolution

The Parties shall attempt to resolve any dispute arising under this Agreement through good-faith negotiation between their designated contacts. If a dispute cannot be resolved at the operational level within fifteen (15) days, it shall be elevated to the Decatur County Highway Superintendent and the Town's chief executive officer for resolution. If still unresolved, the matter shall be referred to the Decatur County Board of Commissioners and the Town Council for final determination before either Party pursues legal remedies.

20. Notice

All formal notices required or permitted under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or by hand delivery to the following addresses:

If to the County: Decatur County Board of Commissioners, 150 Courthouse Square, Greensburg, Indiana 47240; with copy to: Decatur County Highway Superintendent.

If to the Town: Town of **SAINT PAUL, INDIANA**, Attn: CLERK TREASURER ALLYSA HALL, PO BOX 235, SAINT PAUL, Indiana 47272.

21. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The Parties agree to negotiate in good faith to replace any invalid provision with a valid provision that, to the extent possible, achieves the same purpose and economic effect.

22. Entire Agreement

This Agreement, together with any exhibits or attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties, whether written or oral. This Agreement does not supersede or conflict with any existing interlocal agreement between the Parties on other subjects.

23. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to conflict-of-law principles. Any legal action arising from this Agreement shall be venued in Decatur County Circuit or Superior Court, unless the Parties mutually agree otherwise in writing.

24. Execution and Approval

This Agreement must be approved and executed by the Decatur County Board of Commissioners and by the Town Council of the Town of **SAINT PAUL, INDIANA**. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same Agreement. A facsimile or electronic signature shall be deemed an original for purposes of execution.

Signatures and Execution

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the date first written above.

DECATUR COUNTY, INDIANA

Board of Commissioners of Decatur County, Indiana

Commissioner: _____ Date: _____

Commissioner: _____ Date: _____

Commissioner: _____ Date: _____

Decatur County Auditor (Attesting): _____ Date: _____

TOWN OF SAINT PAUL, INDIANA

Town Council President: _____ Date: _____

Town Council Member: _____ Date: _____

Town Council Member: _____ Date: _____

Town Clerk-Treasurer (Attesting): _____ Date: _____