



Hamilton County Emergency Management

Memorandum of Understanding between Hamilton and Tippecanoe County Emergency Management for Mutual Support

Overview

When major incidents occur, local and county jurisdictions may not have enough resources to respond to emergencies or disasters. County emergency managers must work together to bolster their potential resource capabilities before and during an incident to address resource shortfalls.

Hamilton County Emergency Management (HCEM) is incredibly fortunate to have a large staff with comprehensive training in disaster management, including NIMS with section-specific training, tremendous volunteers, and a comprehensive list of resources (see the HCEM Capabilities Brief for more information). Additionally, HCEM is grateful for the flexibility to assist Indiana counties in need through the support from the Hamilton County Emergency Management Advisory Council and the Hamilton County Board of Commissioners.

At the same time, Hamilton County may face the need for resources from other counties. We appreciate the collaborative and supportive relationship from our Tippecanoe County Emergency Management colleagues, who are in a similar position to provide mutual support.

Purpose

This Memorandum of Understanding (MOU) aims to establish a process for mutual support during an emergency or disaster between Tippecanoe County Emergency Management and Hamilton County Emergency Management. This MOU will clarify the collaborative roles and responsibilities and establish processes and expectations for the two organizations.

Authority

[Indiana Code 10-14-3-16 \(a\)](#) allows “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.”

Services

1. When resources are needed to respond to an emergency or disaster from an outside jurisdiction, a request can be made to the appropriate county emergency manager.
2. The lending jurisdiction shall determine if they can reasonably spare the requested resources without jeopardizing their community at the time of the request.
3. The authority to request resources resides with the requesting emergency management director or their designee. The requesting organization shall specify the resources they need, where they will be deployed, and the best route to take.
4. The lending organization shall be responsible for delivering the requested resources to the location specified by the requestor.
5. When resources arrive at the specified location, the lending organization’s representative shall report to the requesting organization’s designee.
6. All resources loaned to the requesting emergency management organization shall be returned upon request of the lending organization or when released by the requesting jurisdiction.



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Reimbursement

The Hoosier spirit to help neighbors in need is shared amongst the public safety community, and support is often provided without the expectation of repayment. If there is a belief a presidential disaster declaration for public assistance could be issued, there may be an opportunity for reimbursement through FEMA. The following considerations must be made between the two organizations when requesting support.

1. If reimbursement is to be considered, it must be documented at the time of the request.
2. Both organizations agree that if reimbursement is to be considered:
 - a. The current FEMA equipment rates shall be used to determine the cost of equipment
 - b. Personnel costs will be calculated on the hourly rate plus the fringe benefit rate
 - c. Volunteer contributions will be used at the FEMA rate for in-kind contributions
3. The requesting organization shall provide fuel for equipment or replenish the quantity used.
4. The requesting organizations shall determine if lodging and per diem reimbursement will be honored and which organizations per diem rate will be used.
5. Both organizations might agree that reimbursement is only considered if a presidential disaster declaration is issued for allowable categories, e.g., Category B – Emergency Protective Measures.

General Terms and Conditions

Tippecanoe County Emergency Management and Hamilton County Emergency Management jointly agree to the following terms:

1. This MOU does not set any expectations regarding resources or support availability. Resources may only be available if the lending jurisdiction can support the request without jeopardizing services to their community.
2. Requests shall be from the requesting emergency management director or their designee verbally but followed up with a written request using the form in Appendix A as soon as possible.
3. The reimbursement terms, if any, will be established at the time of the request.
4. Resources provided to the requestor shall be under their control as part of their incident command structure, including personnel; however, there will be a designated liaison from the lending organization.
5. The responsibility of payment, worker's compensation, etc., shall remain with the providing organization just as it does for day-to-day operations.
6. Hamilton County follows a desired work/rest period of 12 to 16 hours of work per day (ideally, 12 hours or less) for no more than 14 days.
7. The MOU does not allow for any property transfer, and the lending organization remains the owner of the loaned property.
8. Terms of this agreement shall be for five years from the date of execution and renewed automatically for five-year terms thereafter.
9. Either party may terminate the agreement by giving 15 days written notice to the other party at any time.



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Signatures

Wm. Smokey Anderson

Director

Tippecanoe County Emergency Management

Date

Shane Booker

Executive Director

Hamilton County Emergency Management

Date



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Appendix A - Resource Request and Agreement Form

Date:

Requestor

Requesting Organization:

Authorized Representative Name and Title:

Provider

Provider Organization:

Authorized Representative Name and Title:

Resources Requested

Equipment

1.

Personnel

1.

Facilities/Property

1.

Response Location

1. POC Name:
2. POC Phone Number:
3. Talkgroup/Frequency:
4. Address and Lat/Long:
5. Route to Take:
6. Hazards:

Reimbursement

What will be reimbursed, if anything?

1. Resources using FEMA rate? **Yes/No**
2. Personnel costs (hourly rate + fringe benefits)? **Yes/No**
3. Fuel? **Yes/No**
4. Lodging and per diem? **Yes/No**
 - a. Lodging – not to exceed \$ per night
 - b. Per diem rate: \$ – per diem using the requesting organization’s per diem rates
 - c.

Requestor’s Signature: _____ Name: _____ Date: _____

Provider’s Signature: _____ Name: _____ Date: _____