

## **Albany County Mutual Aid and Assistance Agreement** **For Disasters and Other Related Emergencies**

WHEREAS, the safety of the citizens of the State of New York is of the utmost importance to all levels of state and local government;

WHEREAS, the County of Albany (the “County”) and its municipalities seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel and equipment in the event of a local disaster or other emergency;

WHEREAS, the State of New York and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the Constitution of the State of New York, municipalities are allowed to enter into mutual aid and assistance agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a natural or man-made disaster and/or other emergency; now

THEREFORE, the parties agree as follows:

### **SECTION I**

#### **DEFINITIONS**

- A. “Agreement” shall mean this document, the “Albany County Mutual Aid Agreement for Disasters and Other Emergencies”.
- B. “Aid and Assistance” shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.
- C. “Authorized Representative” shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide assistance under the terms of this Agreement. The authorized representatives are listed in Schedule “A” attached hereto. Schedule “A” shall be updated periodically as necessary for personnel changes.
- D. “Disaster or other emergency” shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, natural incidents, explosions, fires, collapses or any other incident which directly affects public safety.
- E. “Provider” means a party to this Agreement that has received a request to furnish aid and assistance to the party in need (“Recipient”).
- F. “Recipient” means a party to this Agreement receiving aid and assistance from another party.

## SECTION II.

### OBLIGATIONS OF THE PARTIES

- A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party’s foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.
- B. Procedures for Requesting Assistance – Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone, to be followed as soon as practicable by a written confirmation of that request. The Albany County Sheriff’s Emergency Management Unit may act as coordinator of requests among the parties to this agreement when and if conditions warrant a multi-jurisdictional response to an incident.
- C. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.
- D. Traveling Employees – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs of the Provider’s traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider’s personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food and if necessary, lodging. If Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested.
- E. Supervision and Control – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider’s personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider’s supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider’s supervisory personnel and Recipient. Based upon such assignments set forth by Recipient, Provider’s supervisory personnel shall have the authority to:
  - (1) Assign work and establish work schedules for Provider’s personnel;

- (2) Maintain daily personnel time records, material records, and a log of equipment hours;
  - (3) Report work progress to Recipient at regular intervals as specified by Recipient.
- F. Period of Service; Renewability; Recall – Unless agreed otherwise, the duration of the Provider’s assistance shall be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider’s personnel, equipment and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least 8 hours advance notification to Recipient of Provider’s intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

### SECTION III.

#### REIMBURSEMENT

- A. Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documents costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.
- (1) Personnel – During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements.
  - (2) Equipment – Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
  - (3) Material and Supplies – Provider shall be reimbursed for all materials and supplies furnished by it, used, or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider’s personnel. Provider’s personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and New York State reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.
- B. Record Keeping – Recipient shall provide information, directions, and assistance for record keeping to Provider’s personnel, Provider shall maintain records and invoices for reimbursement.

- C. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- D. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, New York State and the federal government, and shall maintain such records for at least seven (7) years after the date of final payment under this Agreement.

#### SECTION IV.

##### PROVIDER’S EMPLOYEES

- A. Rights and Privileges - Whenever Provider’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.
- B. Workers’ Compensation - Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider’s employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers’ compensation benefits only to their own respective employees.

#### SECTION V.

##### NONDISCRIMINATION

In accordance with Article 15 of the Executive Law (“Human Rights Law”), and all other applicable local, State and Federal constitutional, statutory and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status or marital status.

#### SECTION VI.

##### HOLD HARMLESS

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees and agents, free and harmless from and against any and all

losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party 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. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

## SECTION VII.

### AMENDMENTS

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

## SECTION VIII.

### DURATION OF AGREEMENT

- A. Term – This Agreement shall be for a term of five (5) years from the date of execution by the parties, unless the Agreement is renewed or terminated as set forth in this section.
- B. Renewal – This Agreement will automatically renew annually after the original five (5) year term, unless written notice is given by either party as set forth below in the termination section.
- C. Termination – Any party may withdraw from this Agreement upon thirty (30) days written notice to all other parties. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

## SECTION IX.

### HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

## SECTION X.

### SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superceded by this Agreement,

## SECTION XI.

### FIRE MUTUAL AID

Notwithstanding the provisions of Section X, this agreement does not affect the fire mutual aid agreement that has been entered into among the various fire departments in the County. The fire mutual aid agreement shall take precedence when it is applicable.

## SECTION X.

### EFFECTIVE DATE

This Agreement shall take effect upon its execution by the individual parties.

**Schedule A – Municipalities and Authorized Representatives**

<b>Municipality</b>	<b>Authorized Representative(s)</b>	<b>Contact Information (Telephone &amp; Email)</b>
Albany County		
Albany City		
Altamont Village		
Berne Town		
Bethlehem Town	John E. Brennan Richard Webster	(518) 439-4955 ext. 1166 jbrennan@townofbethlehem.org rwebster@townofbethlehem.org
Coeymans Town		
Cohoes City		
Colonie Town		
Colonie Village		
Green Island Village		
Guilderland Town		
Knox Town		
Menands Village		
New Scotland Town		
Ravena Village		
Rensselaerville Town		
Voorheesville Village		
Watervliet City		
Westerlo Town		