

**MUTUAL AID AGREEMENT  
FOR THE  
INTERCOUNTY SHARING OF RESOURCES DURING EMERGENCIES OR  
DISASTERS WITHIN SOUTH DAKOTA OFFICE OF EMERGENCY  
MANAGEMENT’S REGION 6**

This Mutual Aid Agreement (hereinafter referred to as the “Agreement”), is hereby made and entered into as of the date of the last signature below, by and between all counties inclusive of South Dakota Office of Emergency Management’s Region 6 (hereinafter referred to as the “Parties”) which have duly adopted this Agreement.

**WITNESSETH:**

**WHEREAS**, the Parties hereto, acting by and through their respective emergency management director, have determined it is to the mutual advantage and benefit of the Parties to provide uniform provisions to assist each other in jointly and cooperatively exercising their powers and sharing resources in order to preserve the public health, safety and welfare before a state of emergency or disaster has been declared by the Governor of this state, and to establish protocol and a uniform method of obtaining assistance and reimbursement in these circumstances; and

**WHEREAS**, pursuant to South Dakota Codified Law Chapter’s 1-24, 34-48, and the Constitution of the State of South Dakota, Article IX, Section 3 the Parties hereto have the authority to enter into this Agreement; and

**WHEREAS**, the governing body of each of the Parties hereto has duly authorized and adopted this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained the Parties hereby agree with each other and their successors to the terms and conditions set forth herein:

**I.**

**PARTIES**

The Parties to this Agreement shall be:

- a. The Counties of Aurora, Beadle, Bon Homme, Brookings, Davison, Hanson, Hutchinson, Kingsbury, Miner, Sanborn, and Yankton political subdivisions of the State of South Dakota as geographically defined pursuant to the provisions of SDCL Chap. 7-1 and collectively referred to in the South Dakota Emergency Operations Plan as Region 6.
- b. When all of the adopting counties are referred to collectively the term “Parties” shall be used.

## **II.**

### **RESOURCES**

If a county which is a Party to this Agreement is unable to preserve the public health, safety and welfare alone, or does not have the resources or equipment necessary to carry out its duties and is in need of assistance (hereinafter "Requesting County"), another county which is a Party to this Agreement may provide resources, in the form of manpower, equipment, expertise and/or supplies (hereinafter "Responding County") upon request of the Requesting County.

## **III.**

### **COMMAND AND CONTROL**

The Incident Command System (ICS) as prescribed by the National Incident Management System (NIMS) shall be utilized by the Requesting County for the management of the incident to which the requested resources will be assigned. The Requesting County shall designate an officer in charge (hereinafter "Incident Commander") who will provide supervision, direction, and assignments to resources assigned to the incident from both the Requesting County and Responding County in accordance with NIMS/ICS doctrine. The mutual aid resources provided by the Responding County shall be under the direction and control of the Incident Commander until officially released by the Incident Commander or recalled by the Responding County.

## **IV.**

### **RECALL OR DEMOBILIZATION OF RESOURCES**

All resources provided by the Responding County shall remain under the direction and control of the Incident Commander until such time as:

- a. They are officially released and demobilized by the Incident Commander, or
- b. They are officially recalled by the Responding County.

It shall be the responsibility of the Incident Commander to release mutual aid resources as soon as possible or immediately upon notification that the resources are needed in their primary jurisdiction. If the Incident Commander does not immediately release the provided resources upon request of the Responding County, the Responding County may, at its sole discretion, recall the provided resources back to the Responding County. No liability to the Responding County shall result by the Responding County's recall of provided resources.

**V.**

**DUTIES OF REQUESTING COUNTY**

The county emergency management director or a county official, authorized to represent the Requesting County, shall verbally ask for the assistance of the Responding County, shall determine the amount, type, and duration of resources being requested, and shall provide the location for the delivery of requested resources along with the contact information for an individual responsible for the receipt of requested resources. In accordance with the NIMS, Federal Emergency Management Agency (FEMA) and /or National Wildfire Coordinating Group (NWCG) resource typing definitions and job titles/position qualifications will be referenced when possible. At the discretion of the Responding County, a written resource request may be required following the verbal request and shall contain reasonable information pertaining to the resource request as stipulated by the Responding County.

**VI.**

**DUTY OF RESPONDING COUNTY**

The Responding County will provide the requested resources unless doing so would, in the sole discretion of the Responding County, leave inadequate resources to preserve the public health, safety and welfare of the citizens of the Responding County. The Responding County shall promptly notify the Requesting County if it is unwilling or unable to provide the requested resources to the Requesting County.

**VII.**

**LIABILITY**

The Responding County shall not be responsible or liable for any loss which may result from its failure to respond or respond promptly to a mutual aid request. The Parties agree that their respective exposure to civil liability is limited to the provisions of SDCL § 34-48-9. By entering this Agreement, the Parties do not waive or abrogate their sovereign immunity, or any statutory immunity provided by law. The Parties agree to indemnify and hold one another, including their officers, agents and employees, harmless from and against all claims, suits, actions, loss, injury, damages or expenses arising out of, and caused by, the willful misconduct or gross negligence of any Party or individual in the requesting of services, supervision of resources and/or providing of resources and services as contemplated in this Agreement.

## **VIII.**

### **EQUIPMENT**

The Parties agree that they shall maintain reasonable and prudent diligence in keeping emergency equipment in their possession and agree that this Agreement does not relieve any of the Parties from the necessity and obligation of providing adequate resources within their own jurisdictions. The Parties will reasonably keep their equipment at minimum standards of repair. In the event the responding agency only provides equipment to the requesting agency, the Requesting agency will reasonably maintain the equipment and safely return it to the Responding County in substantially the same condition as when received.

## **IX.**

### **INSURANCE**

Each Party shall provide workers compensation coverage on its own employees/workers and maintain its own liability, vehicle and property coverage insurance. Liability coverage for law enforcement officers responding to mutual aid requests shall comply with the provisions of SDCL § 34-48-11.

## **X.**

### **REIMBURSEMENT**

As the concept of mutual aid implies reciprocal assistance during times of need, it is the intent of this Agreement that the Responding County will not bill the Requesting County for any charges incurred within the first operational period which shall be limited in duration to no longer than 24 hours with the exceptions of damage incurred to equipment due to negligent orders or inappropriate use of responding resources by the Requesting County and expendable items requiring replenishment for operation (such as fuel for equipment). Expenses incurred after the first operating period which shall include, but not necessarily be limited to, salary and benefits, fuel and oil, incidental repairs, room and board, equipment time, and supplies may be billed to the Requesting County by the Responding County. If volunteer labor is utilized to fulfill the resource request and/or in the absence of established equipment time rates for equipment provided in fulfillment of the resource request, current FEMA equipment reimbursement rates and current Administratively Determined Pay Plan for Emergency Workers (AD) rates consistent with those ordinarily performing the work in the same labor market may be used to calculate costs incurred by the Responding County. If the Responding County chooses to bill the Requesting County for costs incurred after the initial operating period, the Responding County shall send an itemized bill of the expenses incurred to the Requesting County within 90 days after providing the services. The Requesting County shall process the request for reimbursement and provide payment according to its ordinary vouchering process. Wages, pension, worker's compensation, and other service rights and benefits for law enforcement officers responding to requests for assistance shall comply with the provisions of SDCL § 34-48-12.

## **XI.**

### **DECLARATION OF EMERGENCY**

In the event that a state of emergency is declared by the Governor of any state which impacts the services which are being provided under this Agreement, the protocol and delegation of duties provided for herein shall be superseded by the provisions of SDCL Chap. 34-48A.

## **XII.**

### **SEPARATE AGREEMENTS**

Any joint powers agreements or contracts previously entered into directly by and between any public agencies which are also Parties to this Agreement shall take precedence over this Agreement and be deemed controlling unless said separate agreement provides otherwise or is terminated.

## **XIII.**

### **ADMINISTRATION**

The Regional Vice President of the South Dakota Emergency Manager's Association (SDEMA), Region 6 shall be deemed the administrator of this Agreement. Their purpose is to keep track of the entities participating in this Agreement. He/she shall ensure that this Agreement is reviewed annually at one of the SDEMA Region 6 quarterly meetings.

## **XIV.**

### **DURATION OF AGREEMENT**

This Agreement shall be perpetual. If a Party wishes to terminate its participation in this Agreement, the governing body of the withdrawing Party shall provide a thirty-day written notice to each of the other Parties and pass a motion withdrawing from the Agreement, and thereafter, such withdrawing Party shall no longer be party to this Agreement; but this Agreement shall continue in force among the remaining Parties. Any withdrawing Party shall be liable for applicable costs and expenses incurred by another Party and subject to reimbursement by this Agreement up to the effective date of withdrawal.

**SIGNATURE PAGE (1 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**AURORA COUNTY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

**SIGNATURE PAGE (2 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**BEADLE COUNTY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

**SIGNATURE PAGE (3 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**COUNTY**

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_



**SIGNATURE PAGE (4 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**BROOKINGS COUNTY**

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURE PAGE (5 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**DAVISON COUNTY**

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURE PAGE (6 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**HANSON COUNTY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

**SIGNATURE PAGE (7 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**HUTCHINSON COUNTY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

**SIGNATURE PAGE (8 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**KINGSBURY COUNTY**

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURE PAGE (9 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**MINER COUNTY**

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURE PAGE (10 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**SANBORN COUNTY**

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURE PAGE (11 of 11)**

**IN WITNESS WHEREOF**, the Parties agree and do now set their hands and seals in Execution of this Agreement of the date(s) signed below:

**YANKTON COUNTY**

Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_