

MULTI-PARISH EMERGENCY
MUTUAL AID AND ASSISTANCE AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY THE PARISHES OF JEFFERSON, ORLEANS (CITY OF NEW ORLEANS), PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, ST. TAMMANY, CALCASIEU, CAMERON, VERMILION, ST. MARTIN, IBERIA, ST. MARY, ASCENSION, ST. JAMES, LAFOURCHE, TERREBONNE, ASSUMPTION, LIVINGSTON, AND TANGIPAHOA, AND BY EACH OF THE ENTITIES THAT EXECUTE AND ADOPT THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, pursuant to Title 29 of the Louisiana Revised Statutes, Chapter 6, the Louisiana Homeland Security and Emergency Assistance and Disaster Act, Section 722A, which provides, in pertinent part that, because of the existing possibility of the occurrence of emergencies and disasters of unprecedented size and destructiveness resulting from terrorist events, enemy attack, sabotage, or other hostile action, or from fire, flood, earthquake, or other natural or man-made causes, and in order to ensure that preparations of the state of Louisiana will be adequate to deal with such emergencies or disasters, and in order to detect, prevent, prepare for, investigate, respond to, or recover from these events, and generally to preserve the lives and property of the people of the state of Louisiana, it is found and declared to be necessary:

- 1) To create and provide for designation of the Governor's Office of Homeland Security and Emergency Preparedness as the state homeland security and emergency preparedness agency and to authorize the creation of local organizations for emergency preparedness in the political subdivisions of the state.
- 2) To confer upon the governor and upon the parish presidents the emergency powers provided within Chapter 6 of Title 29 of the Louisiana Revised Statutes.
- 3) To reduce vulnerability of people and communities of the state of Louisiana to damage, injury, and loss of life and property resulting from natural or man-made catastrophes, riots, acts of terrorism, or hostile military or paramilitary action.
- 4) To prepare for prompt and efficient evacuation, rescue, care, and treatment of persons victimized or threatened by disasters or emergency.
- 5) To provide a setting conducive to the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies or disasters.

- 6) To authorize and provide for cooperation in emergency or disaster prevention, mitigation, preparedness, response, and recovery; and

WHEREAS, pursuant to the provisions of Section 730A of Title 29 of the Louisiana Revised Statutes, the governing authorities of any two or more parishes may enter into agreements, under which they shall be authorized to establish regional organizations for homeland security and emergency preparedness; and

WHEREAS, pursuant to the provisions of Section 730.1A of Title 29 of the Louisiana Revised Statutes, in the event of an emergency or a disaster and upon the request of a parish president, a parish governing authority, or a parish homeland security and emergency preparedness agency, a parish president, a parish governing authority, or a parish homeland security and emergency preparedness agency may enter the jurisdiction of the requesting parish in order to furnish manpower, materials, equipment, or services.

WHEREAS, pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act of 1993, Chapter 6 Section 727, Paragraph C, "Each parish president shall maintain a homeland security and emergency preparedness agency which, except as otherwise provided under this Chapter, has jurisdiction over and serves the entire parish;" and

WHEREAS; the Parishes of Jefferson, Orleans (City of New Orleans), Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, Calcasieu, Cameron, Vermillion, St. Martin, Iberia, St. Mary, Ascension, St. James, Lafourche, Terrebonne, Assumption, Livingston, and Tangipahoa have chosen to become signatories to this agreement and mutually agree to provide aid and assistance amongst one another to effectively respond to and recover from man-made and natural disasters; and

NOW THEREFORE, in accordance with the provisions of Section 730A of Title 29 of the Louisiana Revised Statutes the Parishes of Jefferson, Orleans (City of New Orleans), Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, Calcasieu, Cameron, Vermillion, St. Martin, Iberia, St. Mary, Ascension, St. James, Lafourche, Terrebonne, Assumption, Livingston, and Tangipahoa hereby agree to enter into this emergency mutual aid and assistance agreement to establish regional organization for homeland security and emergency preparedness, under the terms and conditions herein.

SECTION I **DEFINITIONS**

- 1) "**Agreement**" means this document, the SOUTHEAST LOUISIANA EMERGENCY MUTUAL AID AND ASSISTANCE AGREEMENT.

- 2) **“Aid and Assistance”** includes personnel, equipment, facilities, services, supplies and other resources.
- 3) **“Authorized Representative”** means the governing authority of a Parish. For the purposes of this Agreement the governing authorities are the Chairman of the Jefferson Parish Council; the Mayor of the City of New Orleans (Orleans Parish); the President of Plaquemines Parish; the President of St. Bernard Parish; the President of St. Charles Parish; the President of St. John the Baptist Parish; the President of St. Tammany Parish; the President of Calcasieu Parish; the President of Cameron Parish; the President of Vermillion Parish; the President of St. Martin Parish; the President of Iberia Parish; the President of St. Mary Parish; the President of Ascension Parish; the President of St. James Parish; the President of Lafourche Parish; the President of Terrebonne Parish; the President of Assumption Parish; the President of Livingston Parish; and the President of Tangipahoa Parish.
- 4) **“Designated emergency area”** means the specific area, which shall be limited to the actual affected local area or parish or parishes or such areas as designated in an executive order or proclamation of the governor or parish president.
- 5) **“Disaster”** means the result of a natural or man-made event which causes loss of life, injury, and property damage, including but not limited to natural disasters such as hurricane, tornado, storm, flood, high winds, and other weather related events, forest and marsh fires, and man-made disasters, including but not limited to nuclear power plant incidents, hazardous materials incidents, oil spills, explosion, civil disturbances, public calamity, acts of terrorism, hostile military action, and other events related thereto.
- 6) **“Emergency”** means:
 - (a) The actual or threatened condition which has been or may be created by a disaster; or
 - (b)(i) Any natural or man-made event which results in an interruption in the delivery of utility services to any consumer of such services and which affects the safety, health, or welfare of a Louisiana resident; or
 - (ii) Any instance in which a utility's property is damaged and such damage creates a dangerous condition to the public.

- (iii) Any national or state emergency, including acts of terrorism or a congressional authorization or presidential declaration pursuant to the War Powers Resolution (50 U.S.C. 1541 et seq.).
- 7) "**Emergency preparedness**" means the mitigation of, preparation for, response to, and the recovery from emergencies or disasters. The term "emergency preparedness" shall be synonymous with "civil defense", "emergency management", and other related programs of similar name.
- 8) "**Essential workforce**" or "**critical workforce**" means public safety officials, disaster response personnel, and other such employees of federal, state, and local governmental agencies, or contractors of such agencies and specific private sector employees, possessing important skills and training in emergency mitigation, preparedness, response, and recovery as designated by the parish homeland security and emergency preparedness agency or in the absence of such designation by the parish homeland security and emergency preparedness agency, such designation by the Governor's Office of Homeland Security and Emergency Preparedness. Businesses who deem private sector employees essential or critical for mitigation, preparedness, response, and recovery of private business assets and resources shall identify such employees and obtain the necessary designation and credentials for such employees to be classified essential or critical. In addition to identifying personnel to the parish homeland security and emergency preparedness agency, or in the absence thereof, to the Governor's Office of Homeland Security and Emergency Preparedness, a licensed private security company shall submit a list of their employees and their assignment to the Louisiana State Board of Private Security Examiners for any employee that the private security company wants to be designated and classified as essential or critical workforce.
- 9) "**Evacuation**" means an operation whereby all or part of a particular population is temporarily relocated, whether individually or in an organized manner, from an area in which a disaster or emergency has been declared and is considered dangerous for health or safety of the public.
- a) "**Voluntary evacuation**" or "**advisory evacuation**" means an evacuation that may be ordered when a disaster or emergency has been declared and evacuation is recommended due to the potential for rapidly changing conditions to develop into a serious threat and all persons in designated evacuation areas are recommended to consider relocating to safer locations for their own safety.

- (b)(i) "**Mandatory evacuation**" means an evacuation that may be ordered when a disaster or emergency has been declared and danger is imminent, conditions exist that seriously imperil or endanger the lives of those in a defined area, and government officials strongly urge and order all persons in designated evacuation areas to relocate to safer locations for their own safety. Personal discretion is not to be considered a deciding factor.
 - (ii) A mandatory evacuation order applies to the public in general. All nonessential persons are ordered to immediately leave the area via the described evacuation routes. Exceptions to a mandatory evacuation order are those persons designated as essential workforce or critical workforce. However, persons designated as essential workforce or critical workforce are expected to eventually seek adequate shelter prior to the onset of emergency conditions.
 - (c)(i) "**Forced evacuation**" means an evacuation that may be ordered as a last resort when a disaster or emergency has been declared and danger of loss of life is imminent, and conditions exist that critically imperil or endanger the lives of those in a defined area. During a forced evacuation, government officials may direct and compel all persons in designated evacuation areas to relocate to safer locations for their own safety.
 - (ii) A forced evacuation order shall apply to the public in general and may include personnel designated as essential workforce or critical workforce. Forced evacuations are designed for small geographic areas affected by a local emergency or disaster. When a parish president determines that the size of the population or geographic area to be evacuated during a forced evacuation exceeds the local government's resources and capabilities to enforce the evacuation, he may request the governor to issue a state-forced evacuation order. The governor may utilize the national guard, state police, public safety agencies, or available federal agencies to enforce the evacuation order.
 - (iii) No person who refuses to evacuate an evacuation area after a forced evacuation order has been issued shall have a cause of action for damages, death, or injury against the state or any political subdivision thereof, or other agencies, or the agents, employees, or representatives of any of them.
- 10) "**Homeland**" means the state of Louisiana, and where the context requires, means the parishes of the state of Louisiana, "the United States".

- 11) **“Local Agency”** means a parish agency charged with coordination of all emergency management activities for its geographical limits. For the purposes of this agreement the local agencies are the Department of Emergency Management for Jefferson Parish; The New Orleans Office of Homeland Security and Emergency Preparedness; The Plaquemines Parish Office of Homeland Security and Emergency Preparedness; the St. Bernard Office of Homeland Security and Emergency Preparedness; the St. Charles Parish Department of Homeland Security and Emergency Preparedness; the St. John the Baptist Office of Homeland Security and Emergency Preparedness; the St. Tammany Department of Homeland Security and Emergency Preparedness; the Calcasieu Office of Homeland Security and Emergency Preparedness; the Cameron Parish Office of Emergency Preparedness; the Vermillion Department of Homeland Security and Emergency Preparedness; the St. Martin Office of Homeland Security and Emergency Preparedness; the Iberia Office of Homeland Security and Emergency Preparedness; the St. Mary Office of Homeland Security and Emergency Preparedness; the Ascension Office of Homeland Security and Emergency Preparedness; the St. James Department of Emergency Preparedness; the Lafourche Department of Homeland Security and Emergency Preparedness; the Terrebonne Office of Homeland Security and Emergency Preparedness; the Assumption Office of Emergency Preparedness; the Livingston Office of Homeland Security and Emergency Preparedness; and the Tangipahoa Office of Homeland Security and Emergency Preparedness.
- 12) **“Necessary designation and credentials”** means appropriate credentials obtained from the parish homeland security and emergency preparedness agency or any regional cooperative of parish homeland security and emergency preparedness agencies. In the absence of any plan by a parish homeland security and emergency preparedness agency or regional cooperative, necessary designation and credentials means appropriate credentials obtained in accordance with the State of Louisiana Standard Operating Procedure Statewide Credentialing/Access Program.
- 13) **“Parish president”** means the president of any parish, mayor-president, mayor of New Orleans (Orleans Parish), or police jury president.
- 14) **“Party”** means a governmental entity which has adopted and executed this Agreement.

- 15) **“Provider”** means the party which has received a request to furnish aid and assistance to another party in need (the **“Recipient”**).
- 16) **“Recipient”** means the party requesting aid and assistance from another party (the **“Provider”**).
- 17) **“Terrorism” or “acts of terrorism”** shall have the same meaning as provided in R.S. 14:128.1.

SECTION II

INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES, NO RIGHT OF ACTION FOR THIRD PARTIES

This is a reciprocal agreement. Any party to this Agreement may be requested by any other party to be a Provider of aid and assistance. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional 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 in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. The parties fully recognize there is a highly meritorious reason for entering into this Agreement, and shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

All functions and activities performed under this Agreement are hereby declared to be governmental functions. Consequently, all functions and activities performed under this Agreement shall be carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Further, this Agreement shall not be construed as or deemed to be an agreement for the benefit of a third party or any other person or persons. No third party, person or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III
PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the designated disaster area are deemed inadequate by the requesting party, the Recipient. When the Recipient parish is affected by a disaster and deems its resources inadequate, it may request mutual aid and assistance by communicating a request for aid and assistance to the Provider's Authorized Representative or Local Agency. The request for aid and assistance shall indicate the request is made pursuant to this mutual aid and assistance agreement. Recipient's communicated request shall be followed as soon as practicable by a written confirmation of the request which shall include a transmission of the local disaster or state of emergency executive order or proclamation issued by the Governor of the state of Louisiana or the parish's governing authority, and a completed form describing its projected needs in light of the disaster or state of emergency. All requests for mutual aid and assistance shall be transmitted by the Recipient's Authorized Representative or Local Agency to the Provider's Authorized Representative or Local Agency.

A. Method of Request for Mutual Aid and Assistance:

Recipient shall set forth requests by means of one of the two options described as follows:

i. Requests to the Provider's Local Agency:

Recipient's Authorized Representative or Local Agency may directly contact the Provider's Local Agency, in which case the Recipient shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact its Authorized Representative on behalf of the Recipient to coordinate the provision of mutual aid and assistance. The Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

ii. Requests to the Provider's Authorized Representative:

Recipient's Authorized Representative or Local Agency may directly contact the Provider's Authorized Representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between the Recipient and the Provider. The Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of

this Agreement. Provider's Authorized Representative and Recipient's Authorized Representative shall be responsible for keeping their respective Local Agencies advised of the status of all responsive activities, in a timely manner.

B. Required Information:

Each request for mutual aid and assistance shall be accompanied by the following information, in writing or by any other means available, to the extent known:

1. *Designated disaster area and Status*

A general description summarizing the condition of the designated disaster area (i.e. whether the disaster is imminent, in progress or has already occurred) and the damage sustained by the designated disaster area to date.

2. *Services*

Identification of the services and the particular type of assistance needed.

3. *Infrastructure Systems*

Identification of the public infrastructure systems which are in need of assistance. (e.g., water, sewerage, drainage, streets)

4. *Aid and Assistance*

The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.

5. *Facilities*

The need for sites, shelters, structures or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services.

6. *Meeting Time and Place*

An estimated time when and a specific place where a representative of the Recipient will meet the Provider's personnel to receive resources.

7. *Any other reasonable information*

Any other reasonable information requested by the Provider to prepare for and respond to the Recipient's requests for aid and assistance.

C. State and Federal Assistance:

The Recipient shall be responsible for coordinating all requests for state and/or federal assistance with Recipient's own Local Agency.

SECTION IV
**PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND
ABILITY TO RENDER ASSISTANCE**

When contacted by the Recipient's Authorized Representative, the Provider shall assess Provider's own local situation in order to determine whether Provider has the available resources, personnel and equipment to aid and assist the Recipient. If the Provider determines the Provider has resources available to render aid and assistance to the Recipient, Provider's Authorized Representative shall notify the Recipient's Authorized Representative or Local Agency, whichever communicated the request. The Provider shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit it by the most efficient practical means to the Recipient's Authorized Representative or Local Agency, whichever communicated the request, for a final response. The response may be written on the request form received from the Recipient or on another form; however, the Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve the Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this Agreement;
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person or persons to be designated as Provider's supervisory personnel pursuant to Section V of this Agreement.

If the request for aid and assistance was submitted to the Provider's Local Agency, the Local Agency shall acknowledge receipt of the Recipient's request and forward the request to Provider's Authorized Agent. Further, the Local Agency shall forward two (2) copies of the Provider's written acknowledgment to the Recipient's Authorized Representative. The Recipient's Authorized

Representative or Local Agency shall respond to the Provider's written acknowledgment by executing and returning a copy of the form submitted to Provider by the most efficient practical means. The Recipient shall maintain the other copy for its file.

In the event that disaster or emergency conditions inhibit the Provider's ability to notify and provide the Recipient with written acknowledgement of the receipt of Recipient's request for aid and assistance, the Provider shall acknowledge the request and communicate Provider's ability to provide aid and assistance verbally or through any means of communication available. Both the Provider and the Recipient shall reduce the verbal acknowledgment to writing and maintain a copy for execution by both parties as soon as conditions allows.

If the Provider determines the Provider does not have the resources available to aid and assist the Recipient, Provider's Authorized Representative or Local Agency shall notify the Recipient's Authorized Representative or Local Agency, whichever communicated the request, of Provider's rejection of the Recipient's request as soon as practical.

SECTION V **SUPERVISION AND CONTROL**

Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. As soon as practicable, the Recipient shall assign work tasks to the Provider's supervisory personnel, and unless specifically instructed otherwise, the Recipient shall have the responsibility for coordinating communications between the Provider's supervisory personnel and the Recipient. Also, the Recipient shall provide the necessary credentials to the Provider's personnel authorizing them to operate on behalf of the Recipient. Based upon such assignments set forth by the Recipient, the Provider's supervisory personnel shall:

- (1.) have the authority to assign work and establish work schedules for the Provider's personnel. Further, direct supervision and control of the Provider's personnel, equipment, and other resources shall remain with the Provider's supervisory personnel. The Provider should be prepared to furnish communications equipment sufficient to maintain communications among its operating units, and if this is not possible, the Provider shall notify the Recipient;

- (2.) maintain daily personnel time records, material records and a log of equipment hours;
- (3.) shall report work progress to the Recipient at mutually agreed upon intervals.

SECTION VI
**LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY;
RECALL**

Unless otherwise provided, the duration of the Provider's assistance shall be for an initial period of forty-eight (48) hours, beginning at the time of the Provider's arrival in the designated disaster area to render aid and assistance. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the Provider's and the Recipient's Authorized Representatives.

Pursuant to the provisions of section 730.1A of Title 29 of the Louisiana Revised Statutes, manpower, materials, and equipment may be recalled at the discretion of the responding parish president, parish governing authority, or homeland security and parish emergency/disaster agency at any time.

Further, as noted in Section II of this Agreement, the Provider's personnel, equipment, and other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. The Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to the Recipient of its (Provider's) intent to withdraw aid and assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII
REIMBURSEMENTS

Except as otherwise provided below, it is understood that the Recipient shall reimburse the Provider for all documented costs and expenses incurred by the Provider which is a result of extending aid and assistance to the Recipient. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed to in writing by the Recipient and the Provider. The Recipient shall be ultimately responsible for the reimbursement of all eligible

expenses. The Provider shall submit reimbursement documentation to Recipient on the forms shown in Appendix B.

A. Personnel

During the period of assistance, the Provider shall continue to pay its employees according to the Provider's then prevailing ordinances, rules and regulations. The Recipient shall reimburse the Provider for all direct and indirect payroll costs and expenses as provided by Generally Accepted Accounting Principles (GAAP).

B. Equipment

The Provider shall be reimbursed by the Recipient for the use of the Provider's equipment during the period of assistance according to either a pre-established local or state hourly rate, or according to the actual replacement, operation and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. The Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor to maintain such equipment in a safe and operational condition. At the request of the Provider, fuels, miscellaneous supplies, and minor repairs may be provided by the Recipient, if practical. The total equipment charges to the Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Recipient and by the amount of any insurance proceeds received by the Provider.

C. Materials and Supplies

Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by the Provider, the materials and supplies used or damaged.

D. Record Keeping

The Recipient shall provide information, directions and assistance for record keeping to the Provider's personnel. The Provider shall maintain records and submit invoices for reimbursement to the Recipient using the format used or required by FEMA publications, including 44 C.F.R. part 13 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements

The Provider, and the Recipient when applicable, shall forward all reimbursable costs and expenses with an itemized notice as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. The Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement. Nothing shall preclude the Provider or the Recipient from assuming or donating, in whole or part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to the Recipient.

SECTION VIII

RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Pursuant to the provisions of section 730.1A of Title 29 of the Louisiana Revised Statutes, during the emergency or disaster, the personnel of the responding parish shall have the same power and authority as the equivalent personnel in the requesting parish.

Unless otherwise specified by the Recipient, it is mutually understood that Recipient will provide for the basic needs of the Provider's traveling employees. The Recipient shall pay all reasonable out of pocket costs and expenses incurred by the Provider's personnel, including without limitation transportation expenses for travel to and from the designated disaster area. Further, the Recipient shall house and feed the Provider's personnel at the Recipient's sole cost and expense. If the Recipient cannot provide such food and/or housing at the disaster area, the Recipient shall specify in its request for assistance that self-contained personnel are needed.

SECTION IX

WORKERS' COMPENSATION POLICY

The Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to the Provider's employees, under the terms of the Louisiana Workers' Compensation Law, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance pursuant to this Agreement. It is mutually understood that the Recipient and the Provider shall be responsible for the payment of workers' compensation benefits only to their respective employees.

SECTION X **IMMUNITY**

Pursuant to the provisions of section 730.1B of Title 29 of the Louisiana Revised Statutes, the providing of assistance by one parish to another as authorized shall not give rise to liability by the responding or requesting parish to the other nor make any parish responsible for failure to respond to a request for assistance.

SECTION XI **PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

Each party (as indemnitor) agrees to protect , defend, indemnify and hold the other party (as indemnitee), and its officers, 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 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 negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to 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.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII **AMENDMENTS**

Manner

This Agreement may be modified at any time upon the mutual written consent of the Recipient and the Provider.

Addition of Other Entities

Additional entities may become parties to this Agreement upon: (1) acceptance and execution of the Agreement.

SECTION XIII

INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than 5 years from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless cancelled by written notification served personally or by registered mail upon all the parties to this Agreement. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent and received by all parties to this Agreement. A party's withdrawal from this Agreement shall not affect a party's reimbursement or any other liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XIV

HEADINGS

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

SECTION XV

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. Each of the parties declare that it would have entered into this Agreement regardless of the fact that any one or more of this Agreement's

clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XVI
EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

The remainder of this page has been left blank intentionally.

BY: _____
JEFFERSON PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ORLEANS PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
PLAQUEMINES PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ST. BERNARD PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ST. CHARLES PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____ WITNESS: _____
ST. JOHN THE BAPTIST PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
ST. TAMMANY PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
CALCASIEU PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
CAMERON PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____ WITNESS: _____
VERMILION PARISH
Name: _____ WITNESS: _____
Title: _____
Date: _____

BY: _____
ST. MARTIN PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
IBERIA PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ST. MARY PARISH
Name:
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WITNESS: _____
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BY: _____
ASCENSION PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
ST. JAMES PARISH
Name:
Title:
Date:

WITNESS: _____
WITNESS: _____

BY: _____
LAFOURCHE PARISH
Name:
Title:
Date:

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LIVINGSTON PARISH
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