###### Statewide Mutual Aid

## Introduction

The Statewide Mutual Aid (SMA) program was developed to assist cities and counties to more effectively and efficiently exchange services and resources, especially in response to a major disaster wherein assistance needs to be provided from one area or region of the state to another. SMA resolves inconsistencies and uncertainties concerning the insurance and liability coverage of emergency workers when deployed from one locality to another and takes full advantage of opportunities for federal/state reimbursement of deployment-related costs.

This program is supplemental to, and does not affect, existing day-to-day mutual aid agreements between adjacent or nearby localities.

The program is in two parts. Under the Authorizing Resolution (see Attachment 1), cities and counties will sign-on to the concept of statewide mutual aid thereby agreeing to provide assistance when asked and if able to do so. Then, in time of emergency, an Event Agreement (see Attachment 2) can be quickly developed and consummated whereby the specific manpower and equipment resources to be provided and the terms and conditions of the assistance will be identified and officially agreed to by both Requesting Party and Assisting Party.

Under SMA, any type of assistance may be requested and provided. However, the types of personnel or task forces to be deployed most often will have been pre-identified and expected practices for insurance, liability coverage, and reimbursement will have been established in advance. In other words, form and structure will be provided in advance in order to establish common expectations and procedures for implementation. This guidance will be included in this Implementation Guidebook.

Although provisions for reimbursement are provided, assistance under the SMA program should be requested and provided based only on the need to respond to an emergency, not because it is anticipated that federal/state reimbursement will be available.

Each member city or county must maintain public officials, law enforcement, general, and automobile liability for its own exposures. Each member locality must maintain workers’ compensation coverage for its own employees and determine the extent of same coverage for potential emergency response personnel from volunteer and other non-governmental and/or contractual organizations. Volunteer fire and/or rescue organizations should have policies that provide at least $1,000,000 of liability coverage per occurrence.

Within 10 days of the termination of mutual aid provided under this agreement, an after-action or summary report will be submitted by each Requesting/Receiving Party to each Assisting Party and to the SMA program manager at the Virginia Department of Emergency Management (VDEM). It should include lessons-learned and suggested recommendations for improving the program.

Once a city, county, or other political subdivision signs the Authorizing Resolution, it remains in effect for one year and is automatically renewed for successive one-year terms. The SMA program manager will keep the official record of, and report periodically on, the status of SMA. An event-specific after-action report will be provided whenever the program is implemented.

Figure 2:

Statewide Mutual Aid

# What It Does

* Provides form and structure setting forth common procedures and expectations.
* Solves potential problems and concerns related to liability, insurance, and reimbursement up-front.
* Has the active support of all local government management and professional emergency responder member organizations statewide.
* Does not interfere with day-to-day agreements or other state agency sponsored mutual aid arrangements or programs already in-place.
* Provides for the reimbursement of all deployment-related costs from the Requesting Party to the Assisting Party and, in turn, for the subsequent reimbursement of most of these costs from the federal government and/or the state government to the Requesting Party, especially in the event of a federal disaster declaration.

## Implementation

Statewide Mutual Aid (SMA) will be implemented by an official Event Agreement or contract between two member political subdivisions. If a member city, county, or town suffers, or expects to suffer, a major disaster and needs assistance from another, the local chief administrative official (City Manager or, Town Manager, or County Administrator) or the local Director of Emergency Management, as pre-authorized in the Guidebook, may: (1) implement SMA on their own by contacting another member directly and consummating a two party event agreement; or (2) call the State EOC and request guidance about how to implement.

The Mutual Aid program Manager, or his designee, can be accessed directly or through the State EOC to assist member political subdivisions to implement SMA at any time. The VDEM web site will provide the latest version of the SMA Guidebook, to include a listing of member political subdivisions with authorized points-of-contact and the forms needed for implementation.

Once the State EOC is activated, usually in conjunction with a “state of emergency” declaration by the Governor, a Mutual Aid Coordination Team (MACT), consisting of the Mutual Aid Program Manager and two or three pre-designated and trained mutual aid coordination specialists, will be established to serve as the primary coordination center for mutual aid (both SMA and EMAC). This team will report all known mutual aid activities in the state (such as contract agreements, deployments, and the return of deployed personnel) for inclusion in the daily Situation Report from the State EOC to the Governor’s Office. These reports will be provided as needed until all deployed personnel have returned to their home locality at which time a final status report will be prepared. This final report will then serve as the basis for each Assisting Party putting together its request-for-reimbursement package which is to be submitted directly to the Requesting Party. Each status report should include names, duty assignments, the duration of each deployment, and a good working cost estimate. A copy will also be provided to each participating political subdivision and posted to the VDEM web site.

The MACT will also have a capability for field deployment. One or two mutual aid coordination specialists may be dispatched to a local EOC in the disaster area. A cell phone for each and a pre-programmed laptop computer for both will be provided. Once in place, they will coordinate all mutual aid activities for that local EOC thereby providing the expertise needed to quickly and efficiently bring in expertise, manpower, and equipment as needed. In effect, they will become a part of the local EOC staff thereby relieving local officials of the mutual aid-related workload.

The three part SMA Event Agreement form (see Attachment 2) is the official form to be used by member localities when requesting or providing assistance under this program. Each SMA deployment can be officially implemented only with the completion of this form. Each part requires the signature of an official who has been pre-authorized to coordinate assistance under SMA and who is so designated in the SMA Implementation Guidebook. Parts I and III will have the signature of the Requesting Party’s chief administrative official, or his pre-authorized designee, and Part II will have the signature of the chief administrative official of the Assisting Party, or his pre-authorized designee. An officially completed SMA Event Agreement form constitutes, in effect, a contract between Requesting Party and Assisting Party.

The primary emphasis of SMA is to facilitate the provision of mutual aid between member political subdivisions - those that have signed-on through an Authorizing Resolution. If a non-member city, county, or other political subdivision wants to sign-on in anticipation of a major disaster, it may do so, thereby, upon acknowledgement from VDEM, becoming eligible to participate. The SMA program manager, or his designee, is available to facilitate this process.

The State Emergency Management Coordinator will, in coordination with the Chair of the SMA Committee, resolve any problematic policy or procedural issues during the activation and implementation of SMA as needed.

Once the Mutual Aid Program Manager, or his designee, is alerted by the potential Requesting Party, the SMA network of member political subdivisions will be activated. This will be accomplished by direct e-mail messages and by posting a notification to the VDEM web site. The Mutual Aid Program manager, or designee, will begin to list resources being offered from other member political subdivisions not affected, or not likely to be affected, by the current storm or event.

At some point, and definitely no later than when deployments begin, a daily or as needed status report will be provided. It should clearly reflect the following information for each participating political subdivision: potential requests, assistance being offered, active requests not yet filled (emphasized), assistance being provided (in some detail), and completed actions. This report will be posted to the VDEM web site in order to keep participating localities and other interested parties informed about on-going SMA activities.

To officially request assistance, the Requesting Party will complete Part I of the SMA Event Agreement form. The signature of the Requesting Party’s chief administrative official, or pre-authorized representative, is required. Requests for SMA assistance may be initiated verbally when an urgent response is needed. However, verbal requests must be followed-up within 24 hours by completing and submitting Part I of the SMA Event Agreement form and this, except under extenuating circumstances, must be received before the Assisting Party responds by completing and submitting Part II.

Then, Part II of the SMA Event Agreement form is to be completed by the responding and potential Assisting Party. Necessary information about the personnel and resources to be provided and a good working cost estimate must be included. This information becomes the basis for the agreement. Direct coordination between program managers, or perhaps even in-the-field supervisors, in both the requesting locality and the assisting locality is essential so that what is being provided and the terms are clearly understood by both parties.

Experienced local government officials can provide much-needed guidance to their counterparts in other localities who haven’t recently experienced a major disaster but are about to. Such assistance can be provided under SMA and should be offered and requested by member political subdivisions as needed. These officials may need to visit for only a day or two.

If the services to be provided, terms, and conditions reflected in Part II meet with the approval of the Requesting Party’s chief administrative official, he will then sign Part III of the SMA Event Agreement form. The authorizing signatures of the Requesting Party (Part III) and the Assisting Party (Part II) will, in effect, constitute a contract for services to be provided. Should the assistance provided or the terms and conditions change during deployment, the contract should be renegotiated.

The following records will be maintained by each Requesting Party EOC:

* Official completed SMA Event Agreements
* Summary report of each SMA conference call
* Copies of e-mail messages among participating localities
* Requesting Party EOC Situation Reports reflecting all outside assistance provided
* Manning document for all SMA-deployed personnel provided

When a SMA member locality receives a request for assistance (*i.e.,* a SMA Event Agreement form with Part I completed) from another SMA member political subdivision, it will:

* Confirm the availability of the resources requested.
* Notify the chief administrative official of the emergency declaration in the Requesting Party’s locality, of the resources requested, and request approval to provide assistance under the terms of SMA. Obtain his approval.
* Respond telephonically within two hours of the receipt of the request advising the Requesting Party EOC the extent to which the requested assistance can be provided. Do not offer more than you can provide expeditiously so that other options, *i.e.,* resources from other localities, can be pursued.
* Complete and submit Part II of the SMA Event Agreement form within 12 hours of the receipt of the Part I request informing the Requesting Party of the specific assistance being offered and a cost estimate. The signature of the Assisting Party’s chief administrative official or his authorized representative is required.

During Part II of the SMA process, direct coordination between Requesting Party and Assisting Party program managers or other responsible parties is strongly encouraged. Each should have a working understanding of what is needed, what is going to be provided, and the terms of reimbursement. Such a discussion would also serve to confirm the legitimacy of the request and the appropriateness of the response. The logistical arrangements for the reception of Assisting Party personnel in the Requesting Party’s locality (time, place, point-of-contact, lodging arrangements, etc.) should also be included in Part II.

Figure 3:

# How to Implement Statewide Mutual Aid

* Sign-on through an Authorizing Resolution.
* Study and understand the Guidebook. Ask questions. Incorporate SMA into your existing plans and programs. Attend training when provided. Monitor the SMA program web page. Know that your active support and participation enhances local government self-sufficiency and improves statewide disaster preparedness. Be prepared to implement.

Requesting Party

* In response to a disaster-related critical need, complete Part I of the Event Agreement requesting assistance from one or more other SMA member political subdivisions. A direct verbal request followed by the form within 24 hours is acceptable.
* Request guidance and assistance in implementing SMA from the State EOC, if needed.
* Coordinate with responding potential assisting localities to determine the best available assistance. Be specific about what is being requested and what is being provided.
* Receive via fax a completed Part II with authorized signature from one or more potential assisting political subdivisions.
* Select the preferred provider. If you accept the services, terms and conditions presented, consummate the contract by signing and returning Part III via fax.

 Also provide a copy to the mutual aid program manager through the State EOC.

* Receive deployed personnel and make work assignments as needed and in accordance with the contract.
* Within 10 days after the return of all deployed personnel, provide a SMA after action report to the SMA program manager at VDEM in order to capture lessons-learned.
* After deployment and an official request for reimbursement from each Assisting Party, provide a one lump-sum payment to each as appropriate.
* Coordinate with VDEM to request federal/state reimbursement as appropriate.

Assisting Party

* Inventory personnel and resources. Consider insurance coverage and liability protection for those selected for potential deployment to another locality, especially volunteers.
* Receive a Part I or an unofficial “heads up” from a Requesting Party. Consider the availability of personnel.
* If your locality can help, respond directly to the Requesting party. Coordinate to determine the personnel, conditions, and terms of the assistance to be provided.
* Obtain an official Part I from the Requesting Party if not yet provided.
* Once there is a verbal understanding and agreement, follow-up by completing and submitting a detailed Part II of the Event Agreement form. If accepted, a completed Part III will be provided by the Requesting Party.
* Mobilize for deployment. Just prior to deployment, brief the team about what to expect and the documentation needed for reimbursement.
* Deploy and assist.
* Mobilize and return.
* Submit to the Requesting Party a Notification of Intent to Seek Reimbursement within 10 days and an official Request for Reimbursement package within 30 days of the return of deployed personnel.

Workers’ Compensation Coverage: Each member political subdivision will be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers’ Compensation Act. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the Commonwealth of Virginia, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each member political subdivision should understand that workers’ compensation coverage does not automatically extend to volunteers. Each local government may obtain accident insurance for any volunteer at the locality’s discretion. Workers’ compensation coverage for certain volunteers (volunteer firefighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve police, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality’s workers’ compensation coverage. As an alternative, the individual volunteer company may obtain workers’ compensation insurance coverage for this exposure.

Automobile Liability Coverage: Each Member Locality is responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the Commonwealth of Virginia, (2) by being a qualified self insured, or (3) by being a member of a group self insurance association. Each Member Locality agrees to obtain automobile liability coverage with a limit of at least $1,000,000 combined single limit and a coverage symbol “1” extending coverage to owned, non-owned, and hired vehicles. It is understood that the local government may include in the emergency response, volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the Member Locality to determine if the volunteer company has automobile liability coverage as outlined in this section.

General Liability, Public Officials Liability, and Law Enforcement Liability: To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Member Locality agrees to obtain general liability coverage with a limit of at least $1,000,000 combined single limit. Each Member Locality agrees to obtain public official liability coverage and law enforcement liability coverage with a limit of at least $1,000,000 combined single limit. These coverages may be obtained (1) by a policy with an insurance company licensed to do business in the Commonwealth of Virginia, (2) by being a qualified self insured, (3) by being a member of a group self insurance association, or (4) by any insurance plan administered through the Department of General Services Division of Risk Management.

The Requesting Party’s EOC will monitor and assist personnel deployed under SMA from other localities providing logistical and technical support as needed. SMA-deployed personnel will be instructed to report to the Requesting Party’s EOC upon arrival and departure and to advise him of any change of status.

A pre-deployment briefing should be provided to persons to be deployed by the Assisting Party just prior to their departure. They will need to know what working conditions to expect and how to keep the records needed for requesting reimbursement. Should an Assisting Party provide a strike team or other substantial in-the-field resources, it should also provide a Field Deployment Liaison Officer as a part of the deployment to document missions requested and assigned, assure that reimbursement documentation is maintained, and prepare a demobilization plan to return personnel and equipment in a safe and timely manner.

Significant follow-up activity will be required by the Requesting Party’s finance officer and the Assisting Party’s finance officer, in coordination with the VDEM finance officer, to assure proper reimbursement and to assure that the necessary records are maintained for auditing purposes. See below.

The Mutual Aid Program Manager will prepare a SMA deployment summary report evaluating and recommending improvements to existing guidance and procedures. This report will be submitted to the State Coordinator of Emergency Management and to the Chair of the Statewide Mutual Aid Committee.

**Reimbursement under SMA**

The Requesting Party will reimburse the Assisting Party for all deployment-related costs to include those related to personnel, use of equipment, and travel. All such costs must be well documented in order to be eligible for reimbursement. Only if this policy and practice is pre-existing will the Requesting Party in turn be eligible for reimbursement from the Federal Emergency Management Agency (FEMA) in accordance with the Stafford Act which provides disaster relief in the event of a Presidential disaster declaration. Rapid and accurate collection and submission of documentation will expedite the reimbursement process for all parties.

Each Assisting Locality will request, and the Requesting Locality will provide, reimbursement in the form of one lump-sum payment. Only after each Assisting Party has been reimbursed by the Requesting Party may the Requesting Party then request reimbursement of eligible costs from FEMA pursuant to the Stafford Act and from the Commonwealth.

Before deployment, the Requesting Party and the Assisting Party will agree to, at least in general terms, what services are to be provided and a cost estimate. This is to be accomplished in Part II of the SMA Event Agreement form.

Each Assisting Party will provide notice to the Requesting Party of its intention to seek reimbursement within 10 days of the return of deployed personnel. Such notification should include a brief summary of the services provided, an estimated total amount to be requested (which the Requesting Party will need for budgeting purposes), and an official point-of-contact or finance project officer who will be responsible for the package. The Requesting Party should officially acknowledge receipt of each letter of notification and of its intent to reimburse the Assisting Party for expenses incurred once the SMA-required documentation is provided.

The Assisting Party will thenprepare and submit a Request for Reimbursement package to the Requesting Party within 30 days of the return of deployed personnel. This package will consist of:

* A cover letter that summarizes the assistance provided under SMA and officially requests reimbursement for expenses incurred. The finance officer responsible for the package should be identified as the point-of-contact for additional information or clarification.
* A copy of the official SMA Event Agreement form with authorizing signatures.
* A single invoice listing services provided with one total cost.
* Supporting documentation.

Reimbursement is based on the personnel and travel policy of the supporting or home agency/locality/organization. Costs can include regular and overtime labor, travel, lodging, and meals. Travel costs should be included with all names specified. Generally, only actual and documented expenses may be claimed. Reimbursement is permitted for per diem costs. However, complimentary rooms, meals, and other services are not eligible and per diem expenses may need to be prorated accordingly. Reimbursement is permitted for the travel and per diem costs of volunteers. Separate documentation is required for each crew to include names, work performed, location of work, and date/time of work. Requests for reimbursement for damaged equipment must be accompanied by photographs, a detailed narrative report, and cost information. Indirect costs, such as (1) staff time for advance coordination or follow-up reimbursement or (2) a pro rata part of health coverage or other benefits, are normally not reimbursable.

In the spirit of SMA, Assisting Parties are expected to accomplish a cost-effective deployment while providing a much-needed service. The extent to which this is accomplished will be reflected in the SMA Summary Report of each disaster. Future SMA deployments will be based on those that have proven to work best.

Substantive changes during the deployment to the terms and conditions in the original SMA Event Agreement form may require a supplemental request and agreement. A copy of the original SMA Event Agreement form, and any supplemental SMA Event Agreement forms with supplemental terms and conditions, must be included in the Request for Reimbursement package.

The Requesting Party will reimburse the Assisting Party for all reasonable expenses. A one lump sum payment will be made to each Assisting Party within 30 days of the receipt of a complete Request for Reimbursement package.

In order for a Requesting Party to be eligible for federal disaster assistance to cover the costs of having already reimbursed one or more Assisting Parties, a pre-condition of “no charge” must not exist. Therefore, it is in the best interest of all parties, and of the SMA program itself, to actively seek and provide reimbursement for SMA deployments and to establish a precedent for doing so. Such an established practice will enhance eligibility for federal assistance following subsequent major disasters.

Figure 3:

# Reimbursement for Statewide Mutual Aid

Assisting Party

* Attend training when provided.
* Based on existing personnel, payroll, and travel policies; develop procedures to document SMA deployment-related costs as needed.
* Prior to deployment, brief personnel on reimbursement procedures. Assign one team member to be responsible for facilitating and collecting the needed documentation.
* Send a Notice of Intent to Request Reimbursement to the Requesting Party within 10 days of the return of deployed personnel.
* Complete the Request for Reimbursement package. Coordinate with the designated mutual aid finance officer of the Requesting Party as needed to assure that you have put together a complete package.
* Submit the official request for reimbursement package to the Requesting Party within 30 days of the return of deployed personnel.
* Receive one lump-sum payment for all deployment-related costs from the Requesting Party.

Requesting Party

* Attend training when provided.
* Receive a Notification of Intent to Request Reimbursement from each Assisting Party. This notification is due within 10 days of the return of deployed personnel. Acknowledge receipt.
* Receive the official Request for Reimbursement package from each Assisting Party. which is due within 30 days of the return of deployed personnel. Request any additional information needed. Once a complete package is received, acknowledge receipt.
* Provide a one lump sum reimbursement payment to each Assisting Party within 30 days of the receipt of a complete Request for Reimbursement package.
* Request federal and/or state reimbursement as appropriate.

The Mutual Aid Program Manager, or his designee, should keep a record of all deployment-related documentation, from the original SMA Event Agreement to the final payment from the Requesting Party. He should actively coordinate with participating localities to encourage and facilitate proper reimbursement. Reminder notices in anticipation of key due dates (such as the Notification to Seek Reimbursement within 10 days and the official Request for Reimbursement package within 30 days) should be provided as needed. A VDEM financial officer will be designated to monitor and provide guidance to participating localities concerning reimbursement as needed.

**Training**

The Mutual Aid Program Manager, two or more part time mutual aid specialists, and the designated mutual aid finance officer will constitute the VDEM mutual aid staff. They should be prepared at all times to implement mutual aid—either EMAC or SMA—on short notice. Training will be provided by the Mutual Aid Program Manager as needed to assure an appropriate level of preparedness. Detailed after action reports will be compiled after all mutual aid deployments in order to capture lessons-learned and to improve policies and practices for future deployments.

SMA is a local government program. Local governments and their emergency services providing departments, agencies, and organizations need to know how to participate. The member organizations on the SMA Committee will provide training and “marketing” as needed. Such training should also incorporate interstate mutual aid under EMAC and the day-to-day, reciprocal agreements between adjacent localities.

A “Mutual Aid Procedures” manual will serve as the basis for training the Mutual Aid Coordination Team and other members of the State Emergency Response Team (SERT). Training must also be provided to local Emergency Management Coordinators and other designated local officials. How to implement Statewide Mutual Aid should be incorporated into state and local emergency operations plans and programs.