

MUTUAL AID AGREEMENT

WHEREAS, the City of Cincinnati, Ohio, City of Louisville, Kentucky and the City of Indianapolis, Indiana (collectively the “parties”) recognize the value and the potential need of assisting each other in the event of some emergency, and each city has personnel, equipment, and resources that could assist the other in an emergency,

NOW, THEREFORE, the parties agree as follows this ____ day of _____, 2006:

1. In the event of an emergency as declared by the Mayor of one of the cities that is a party to this agreement, and upon the request of the Mayor of that city, the Mayor of the other city commits to send forthwith and without delay such public safety (fire, police, ems, emergency management), public works, transportation, and other personnel, equipment, and resources as may be of assistance to the city confronting an emergency. This obligation to provide assistance shall be subject to the right of any city sending resources to withhold resources to the extent necessary to provide reasonable protection for the safety and protection of its citizens.
2. The city sending personnel, equipment, and resources to respond to an emergency in the other city agrees to bear the cost of its action pending the execution of any necessary contracts or other documents to seek reimbursement from any agency of the federal or state governments, including, without limitation, the Federal Emergency Management Administration, or any similar or counterpart state emergency management agency. The parties shall work together closely and cooperatively to obtain any federal or state reimbursement that may be available. In the event that reimbursement for some or all provided services is unavailable, the city sending personnel, equipment, and resources shall be entitled to request reimbursement from the other city and that city shall make a good faith effort to provide in a timely fashion reimbursement for all unreimbursed expenses.
3. All personnel, equipment, and resources made available to a participating city confronting an emergency shall operate under the command, control, and supervision of the appropriate responsible officials in the city confronting the emergency. To the extent permitted by the law of the state in which the emergency occurs, a person or entity that holds a license, certificate, or other permit issued by a participating political subdivision or the state evidencing qualification in a professional, mechanical or other skill shall be deemed to be licensed, certified, or permitted in the political subdivision requesting assistance for the duration of the declared emergency subject to any limitations and conditions the chief executive officer of the political subdivision receiving the assistance may prescribe.
4. Within 45 (forty-five) days of the parties’ execution of this mutual aid agreement, each city shall, to the extent necessary, modify or amend its respective emergency management plans to reflect the obligations set forth in this agreement.
5. *The execution of this agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made in pursuance of this agreement. None of the parties shall be obligated to reimburse*

another party for loss or damage to equipment provided by that party while such equipment is being put into service pursuant to this agreement. Each party shall be responsible for any claim or cause of action made against the party or its employees arising under the performance of duties under this agreement, and none of the parties shall be required to indemnify, defend or hold harmless the other parties for any such claim or cause of action.

CITY OF CINCINNATI, OHIO

By: _____
Mark Mallory, Mayor

By: _____
Milton Dohoney, Jr., City Manager

CITY OF INDIANAPOLIS, INDIANA

By: _____
Bart Peterson, Mayor

As to legal form:

By: _____
Kobi M. Wright, Corporation Counsel

CITY OF LOUISVILLE, KENTUCKY

By: _____
Jerry E. Abramson, Mayor