

LOUISIANA MUTUAL AID SYSTEM

I. Purpose of the System

The purpose of the Louisiana Mutual Aid System, also referred to as the "System" is to develop, maintain and improve procedures among the Members for mutual assistance and cooperation in the control of emergencies and disasters such as the release or threatened release of toxic substances. The procedures will involve making available to the Member affected, to the designated government agencies, or to third parties, that material and equipment, and where specified, personnel, necessary for the response to the emergency.

II. Area of Interest

The Louisiana Mutual Aid System focuses on two basic objectives:

- 1) To assist in the prevention of disasters,
- 2) To help minimize the effects of incidents when they occur.

These objectives are accomplished by:

- 1) Establishing the Louisiana State Police as the coordinating agency for the system.
- 2) Encouraging cooperation between the private sector and government agencies.
- 3) Improving techniques and facilities for emergency control by applying available resources more effectively.

The Louisiana Mutual Aid System is geographically confined to the state of Louisiana.

III. Membership in the System

The System shall consist of individuals, partnerships, corporations, and other entities who have committed portions of their assets or operations within the state of Louisiana (or area designated) to the membership and who agree to abide by the conditions set forth herein. Governmental and quasi-governmental bodies and associations (e.g., volunteer fire departments) may join as Members. Any organization in a position to furnish needed assistance of any kind, including technical advice, or, who may need assistance is welcome to request consideration for membership. A list of such Members will be maintained by the Louisiana State Police. A Member of the System may at any time withdraw from the System via letter to the Louisiana State Police.

IV. Procedure

A. Materials, Equipment, and Personnel - for implementing the above stated purpose, it will be the responsibility of the Louisiana State Police, with the assistance of the System Members, to collect and maintain the following information:

1. Equipment List: There shall be furnished, by each Member, a list of the equipment which it may be willing to make available for use by a Member affected by an emergency or by the System, as the case may be, along with a designated contact for equipment requests. The Members can assume that the contact personnel has the proper authority to release the listed equipment. If the equipment is not available for the entire state, the area of availability should be designated.
2. Materials List: There shall be furnished, by each Member, a list of the materials which it may be willing to make available for use by a Member affected by an emergency, or by the System as the case may be, along with a designated contact for material requests. The Members can assume that the contact personnel has the proper authority to release the listed material. If the materials are not available for the entire state, the area of availability should be designated.
3. Personnel: It is possible that personnel will be supplied, especially in the case of specialized equipment or technical support, in which case each Member should indicate on its equipment list, which items will require, trained personnel. Such personnel would be furnished on a voluntary basis only and shall be deemed to be borrowed employees of the Member requesting assistance. No personnel loaned to a requesting Member shall be requested or allowed to engage in any managerial or supervisory capacity or to advise on operational decisions with regard to their assistance. Loaned personnel may give advice, which is used by a requesting Member to make operational decisions but shall not be requested or allowed to make or assume any responsibility for operational decisions or a requesting Member.
4. Authorized Contact Lists: Each Member shall supply the names or titles and telephone numbers of responsible personnel at this facility who are authorized to release materials, equipment, or personnel for such Member and the personnel authorized to contact the System of assistance. It shall be the responsibility of each Member of the System to keep the respective list for his Member entity current. The Louisiana State Police shall arrange for distribution of the various lists to all Members, and to other appropriate governmental agencies.

B. Emergency Procedures:

The procedures to be followed in the event of an emergency at the facility of a Member and elsewhere than at the facility of a Member are respectively indicated below:

1. Member Requests for Assistance: Any Member at whose facility an emergency arises or who desires System assistance with respect to and emergency at a facility other than that of a Member may contact the System to call on other Members for materials, equipment, or personnel listed as available. A Member requesting System assistance with respect to its own facility or that of an entity not a Member of the system is sometimes referred to as the "Affected Member".

The nearest Members having the required items should be called first. Each Member called on shall use its best efforts to assist the Affected Member; however, no Member shall be obligated, nor will it incur liability for its inability to assist. The Affected Member shall be solely responsible for taking steps to meet the emergency for which assistance is sought. Such Member shall repair or replace, in kind, any materials or equipment supplied at its request by other Members of the System, and shall, as necessary, provide and pay for temporary replacement on a cost only basis. The Affected Member shall, as between the Members, be responsible for any reporting to governmental authorities concerned.

The Affected Member shall also reimburse the other Members for any out-of-pocket costs incurred in furnishing assistance. Any personnel voluntarily supplied by Members shall be under the supervision and control of the Affected Member. The Affected Member shall indemnify, defend and hold harmless the Louisiana State Police, other Members and their respective affiliates, officers, directors, employees and agents (hereinafter "Indemnified Parties") from and against any and all demands, causes of action, damages, injuries, fines (including penalties or other charges or costs imposed by any federal, state, or local authority), liability, attorney fees and losses of any kind of character for sickness or injury or death of any person (including any loaned personnel), and for loss or damage to any property (including and equipment and material provided by a Member of the System herein, and any natural resources) arising out of the emergency or the equipment, manpower or material provided herein and/or the actions taken to meet the emergency. The indemnities in this Agreement shall be effective regardless of the negligent acts or omissions of an indemnified Party and regardless of whether liability without fault is imposed on an Indemnified Party, except to the extent that liability arises by reason of the gross negligence, willful misconduct, or violation of applicable statutory or regulatory authority of an Indemnified Party. The indemnity and hold harmless provision granted

hereunder shall not be limited, restricted or in any way affected by the amount of insurance carried by the indemnifying Member.

2. Request for Assistance by those not Members of the System: In case an emergency arises at other than a Member's facility, and System assistance is requested by a person or entity who is not a member of the System, it is the intent of the Members that the materials, equipment, and personnel owned/managed by Members will be made available only upon written request to the System by the owner of such other facility and/or other governmental agencies having jurisdiction for the emergency and for which emergency the governmental agency has exercised its authority to coordinate and direct the emergency response. To this end, it shall be the duty of the Louisiana State Police to inform the above agencies of the existence of the System. Any Member receiving notice of such an emergency shall instruct the source of such information to contact the Louisiana State Police. Any equipment, material, and/or personnel made available to third parties under this provision shall be on an "as is, where is" basis and an agreement shall be executed between the System and the third party acknowledging that the System and its Members make no warranties or representations as to the fitness for use, operation, design, or conformity to regulatory requirements of the equipment, material and/or personnel, that the equipment, material, and personnel shall be returned promptly or replaced in kind and shall be returned in as good a condition as was the case prior to use including the indemnity of Section IV.B.1 above.

If liability is not determined or if the non-member receiving assistance fails to reimburse the System for any costs, application will be made with the appropriate Federal agencies for compensation to be paid for such services under the provisions of the Oil Pollution Act of 1990 and the Clean Water Act and/or any applicable state law.

The cost of material furnished by the System, including the out-of-pocket expense incurred in making such material available, and any expense or cost associated with any third party liability arising out of the use or misuse of such equipment, materials, or personnel or any deficiency thereof shall be borne by the party legally responsible for the emergency.

3. Priority of Emergencies at Member Facilities: In the event of concurrent emergencies by Members and non-members, the Members affected shall have the prior right to use such equipment and material as are required, but may agree to the release of such equipment and material for use in connection with the non-member incidents.
4. Inability to Furnish Assistance; Waste Disposal: Any Member which does not supply assistance in any given emergency shall incur no liability for not participating in such an emergency.

This agreement does not create a legal duty upon the assisting Member or the System to respond to non-member emergencies or to transport, treat, store and/or dispose of any material removed or recovered as a result of response activities.

5. Financial Requirements for Members: Each Member warrants that it is capable of meeting the financial obligations associated with the indemnification referenced in this section. Each Member agrees to, within 90 days of the date upon which it executes this Agreement, provide to the Louisiana State Police a certificate of insurance or statement of self-insurance.
 6. Liability
To the extent this paragraph is not in conflict with Paragraph IV.B.1 or any other provision herein, no Member including the Louisiana State Police shall, by virtue of this Agreement or otherwise, be liable for any claims or penalties arising out of or resulting from negligence, gross negligence, willful misconduct or intentional violation of any criminal law by another Member taking authorized action under this Agreement.
- V. By-Laws
- A. The System shall be composed of one representative appointed by each Member. Each Member may also designate an alternate to serve in place of the Member's representative. Members may change representatives and/or alternates by notice in writing to the Louisiana State Police.
 - B. The System shall be headed by a Chairman designated by the Louisiana State Police and advised by the LEPA Hazardous Materials Alliance.
 - C. The System shall meet on call by the Chairman. General membership meetings are held at least annually for all representatives of Member organizations covering a variety of subjects to keep the membership informed and involved, including critiques of actual and simulated emergencies, and new programs or plans affecting emergency preparedness.
 - D. Recommendations on system operation are necessary and essential to the effective operation of the system, and should be made to the chairman as merited. Operating and administrative procedures will be developed and reviewed by system members prior to implementation. The chairman will be responsible for distribution of membership contracts, as well as operating and administrative procedures, to potential member industries and government agencies.
 - E. Information releases regarding System actions shall be coordinated through the Chairman.

F. The Louisiana Mutual Aid System operates on no budget. The voluntary time and efforts of its Members will manage the business of the System.

VI. Activating the System

To make use of the Louisiana Mutual Aid System, members must observe the following procedures, which are standard and are to be adhered to in both drills and real emergencies:

The Louisiana State Police, Hazardous Materials Hotline will be the formal means of initiating a request. The request for assistance is then relayed by the Louisiana State Police Hotline Personnel to the Member(s) whose assistance is needed. The request for assistance will be documented with all contact and resource request information provided to all parties involved in the request. The request will serve as the official record of the system's activities regarding the incident.

VII. Drills

To keep the organization functioning and to detect possible flaws, drills ("Drills") will be staged from time to time. In these Drills, member agencies are to perform their duties under simulated emergency conditions. Each Member participating in a Drill shall be responsible for all losses, damages and injuries arising out of such Drill that are caused by such Member's negligence or willful misconduct. Prior notice regarding all drills should be provided to the system.

VIII. Miscellaneous

This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between them respecting the subject matter contained herein. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Members have executed this Agreement as of

_____ (Date)

Name of Company

Address

Signature

Print Name

Title

State Police

Date