

HISTORY & THE AGREEMENT

History of the WVSMAA

This section contains a brief history and background to the development of the West Virginia Statewide Mutual Aid Agreement (WVSMAA), hereinafter known as the 'Agreement'. Finally, it illustrates how local jurisdictions may elect to withdraw from the 'Agreement,' as provided in WV Code Chapter 15, Article 5, Section 28 (WV Code §15-5-28).

The Beginning

The West Virginia Statewide Mutual Aid Agreement is based on the national Emergency Management Assistance Compact (EMAC). The EMAC has been an extremely valuable resource for the State of West Virginia since its inception. West Virginia has benefited in being able to obtain much needed manpower, equipment and supply support through the mechanisms of the EMAC. The intent for the West Virginia Statewide Mutual Aid Agreement is to emulate the legal issues and streamline resource request procedures of EMAC for use between the many local jurisdictions in West Virginia.

The concept of the original compact was initiated in September 1992, at the suggestion of Florida Governor Lawton Chiles—in the wake of the Hurricane Andrew disaster. Following the governors' original 1992 resolution in favor of the compact, the Southern Governors' Association (SGA) coordinated with Virginia's Department of Emergency Services (DES) to draft and redraft the text. The first version of the compact—called the Southern Regional Emergency Management Assistance Compact (SREMAC)—was signed by the southern governors at a meeting in Tulsa, Oklahoma, on August 17, 1993. The membership of this regionally limited agreement was restricted to SGA's member jurisdictions. Eighteen months later, before SREMAC had been submitted to any state legislature, the governors voted to amend the compact to open membership to any state or territory of the Union that wished to join. This second version of the compact is EMAC, now congressionally approved.

Almost exactly four years after Governor Chiles original resolution, the compact was approved by the United States Congress (H.J. Res. 193), a necessary step under the Constitution. When Congress approved EMAC as PL 104-321, the compact became the first national, disaster-related compact since the Civil Defense and Disaster Compact of 1950.

The WV SMAA was codified by the West Virginia Legislature when SB 694 was passed during the 2009 Regular Session and signed by Governor Manchin. This Bill added WV Code §15-5-28, 'Statewide Mutual Aid System,' to the West Virginia Code. Subsequent to passage of SB694, the Statewide Intrastate Mutual Aid Committee was appointed and consisted of representatives of many bodies, including, but not limited to, county commissions, sheriff's departments, emergency management agencies, emergency medical services, and municipal law enforcement agencies. The result of

HISTORY & THE AGREEMENT

work by this body is documented in this 'Guidebook and Standard Operating Procedures'.

Joining the WVSMAA

All local jurisdictions are members of the WVSMAA, unless the executive body of the jurisdiction elects to withdraw from the Agreement. This is done by passing a local resolution to this effect and filing the resolution with the West Virginia Division of Homeland Security and Emergency Management.

Liability

Liability issues among jurisdictions in West Virginia are clearly delineated. Under the terms of WVSMAA, the requesting jurisdiction agrees to take tort responsibility for assisting jurisdiction workers operating in good faith in support of the requesting jurisdiction. The term 'good faith' does not include willful misconduct, gross negligence or recklessness.

Reimbursement

The WVSMAA takes the uncertainty out of reimbursement for the assisting jurisdiction by establishing rules and procedures for reimbursement among jurisdictions. The standardization of the reimbursement process will put jurisdictions more at ease when considering whether to send assistance. The jurisdiction lending assistance is guaranteed payment, should it require it. It is up to the requesting jurisdiction to provide the necessary funds itself or to secure other funds for the purpose. In many cases, these funds would be federal and part of the requesting jurisdiction's Public Assistance application. The most important consideration is this: The jurisdiction providing the assistance is guaranteed payment, whatever the source. (Note: An Assisting Jurisdiction may waive reimbursement if it chooses.)

Article IV of the WVSMAA makes the provision of aid mandatory to a certain extent (though a jurisdiction may decline to send aid if that would leave it without "reasonable protection" for itself). The mandatory language of Article IV gives the WVSMAA a legally contractual aspect. This condition reduces the documentation requirements for the recipient (grantee) to submit to the Department of Homeland Security (DHS) for reimbursement.

The grantee is the contractor. As such, the minimum procurement procedures outlined in 44 Code of Federal Regulations (CFR) 13.36 apply, consistent with state law. The mutual aid agreement should provide the framework for the contractual agreement between the Requesting Jurisdiction and the Assisting Jurisdiction. During the emergency phase, the "common law" allows for activation of the agreement based on a verbal request, which should be followed up by amending the contract to include the specifics of the request (44 CFR 13.36).

HISTORY & THE AGREEMENT

The documentation DHS requires from the grantee prior to reimbursement should be minimal. Two items should be submitted: a copy of the 'Agreement' and an invoice. The invoice should include a bill for payment that summarizes labor, equipment and material costs. The invoice must also include with it a completed version of the billing documentation package.

The grantee's need to maintain detailed documentation will vary. The Code of Federal Regulations states: "A State must expand (sic) and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds" (44 CFR 13.20).

Response

Even where state or DHS assistance is merited, mutual aid assistance may be more readily available. Under the WVSMAA, inter-jurisdictional assistance may supplement state or federal assistance when it is merited, and take the place of state or federal assistance where it is not merited. In both cases, lives will be saved and property will be protected.

Legal Issues

There are several legal issues addressed in the enacting legislation. These include, but are not limited to, compensation, Worker's Compensation, liabilities, immunity, professional licensing, and others.

HISTORY & THE AGREEMENT

West Virginia Statewide Mutual Aid Agreement

ARTICLE I – PURPOSE AND AUTHORITIES

This Agreement is based in West Virginia §15-5-28 and, as stated in the citation, all local jurisdictions are party jurisdictions. Political subdivisions are also provided the authority to elect to withdraw from this Agreement. For the purposes of this Agreement, the term "jurisdictions" is taken to mean the several counties and incorporated municipalities within West Virginia.

The purpose of this Agreement is to provide for mutual assistance between the jurisdictions entering into this Agreement in managing any emergency or disaster that is duly declared by the governing body or executive of the affected jurisdiction(s), whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency or enemy attack. Any assistance provided under this Agreement will be limited to the geographic confines of the state of West Virginia.

This Agreement shall also provide for mutual cooperation in emergency-related exercises, testing or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party jurisdictions during emergencies, such actions occurring outside actual declared emergency periods.

ARTICLE II - GENERAL IMPLEMENTATION

Each party jurisdiction to this Agreement recognizes that many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this Agreement. Each jurisdiction further recognizes that there will be emergencies that require immediate access to and procedures to request outside resources to make a prompt and effective response to such an emergency. This is because few, if any, individual jurisdictions have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist.

The prompt, full, and effective utilization of resources of the participating jurisdictions, including any resources on hand or available from the federal or state government or any other source, that are essential to the safety, care and welfare of the people in the event of any emergency or disaster declared by a party jurisdiction, shall be the underlying principle on which all articles of this Agreement shall be understood.

On behalf of the executive body or officer of each jurisdiction participating in the Agreement, the legally designated local official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate inter-jurisdictional mutual aid plans and procedures necessary to implement this agreement.

HISTORY & THE AGREEMENT

ARTICLE III – EMERGENCY RESPONDERS DEFINED

An emergency responder is defined as anyone with special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in applicable ordinances or during authorized drills and exercises; and who is requested and/or authorized to respond. Under this definition, an emergency worker may be required to possess a license, certificate, permit or other official recognition for his or her expertise in a particular field or area of knowledge. An emergency worker could include, but is in no way limited to, the following: law-enforcement officers, firefighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, local emergency debris removal teams, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

ARTICLE IV - PARTY JURISDICTION RESPONSIBILITIES

(a) It shall be the responsibility of each party jurisdiction to formulate procedural plans and programs for inter-jurisdictional cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party jurisdictions, insofar as practical, shall:

(1) Review individual jurisdiction hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party jurisdictions might jointly suffer, whether due to natural disaster, technological hazard, man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency or enemy attack.

(2) Review party jurisdictions' individual emergency plans and develop plans that will determine the mechanism for the inter-jurisdictional management and provision of assistance concerning any potential emergency.

(3) Develop inter-jurisdictional procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.

(4) Assist in warning communities adjacent to or crossing jurisdiction boundaries.

(5) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services and resources, both human and material.

(6) Inventory and set procedures for the inter-jurisdictional loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.

HISTORY & THE AGREEMENT

(7) Conduct joint training with other member jurisdictions on procedures under this Agreement, at least biennially.

(8) Provide, to the extent authorized by law, for temporary suspension of any local statutes or ordinances that restrict the implementation of the above responsibilities.

(b) The authorized representative of a party jurisdiction may request assistance of another party jurisdiction. The provisions of this Agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing and must be reviewed and coordinated by the West Virginia Division of Homeland Security and Emergency Management. If verbal, the request shall be confirmed in writing within twenty-four hours of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to emergency management services/personnel, fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

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

(3) The specific place and time for staging of the assisting party's response and a point of contact at that location.

(c) There shall be frequent consultation between jurisdiction officials who have assigned emergency management responsibilities and other appropriate representatives of the party jurisdictions with affected jurisdictions, West Virginia Division of Homeland Security and Emergency Management and the United States government, with free exchange of information, plans and resource records relating to emergency capabilities.

(d) Party jurisdictions will prepare and submit requests for assistance through the West Virginia Division of Homeland Security and Emergency Management using procedures and forms published separately in the 'Standard Operating Procedures'. The West Virginia Division of Homeland Security and Emergency Management shall provide inter-jurisdictional communications in support of mutual aid operations under this Agreement.

(e) Participating jurisdictions will prepare and submit After Action Reports to the West Virginia Division of Homeland Security and Emergency Management after

HISTORY & THE AGREEMENT

each activation of this Agreement for actual emergencies and for training events. The After Action Reports will include, as a minimum, the following elements:

(1) Response actions/activities that worked well. Discuss elements of procedures and response measures that worked well during the event. These items will only require refresher training during future events in order to maintain proficiency.

(2) Response actions/activities that did not work well. Discuss elements of procedures and response measures that did not work well during the event. These items may require additional training in order to achieve success in the future.

(3) Provide recommendations for further improvement. Recommendations can be made on any aspect of the Agreement, associated procedures, or other factors related to performance under the Agreement. If assistance is required to improve local jurisdiction performance, such assistance would be requested in this paragraph.

ARTICLE V – LIMITATIONS

Any party jurisdiction requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this 'Agreement' in accordance with the terms hereof: *Provided*, That it is understood that the jurisdiction rendering aid may withhold resources to the extent necessary to provide reasonable protection for such jurisdiction.

Each party jurisdiction shall afford to the emergency forces of any party jurisdiction, while operating within its jurisdiction limits under the terms and conditions of this 'Agreement', the same powers (except that of arrest unless specifically authorized by the receiving jurisdiction), duties, rights, and privileges as are afforded forces of the jurisdiction in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the jurisdiction receiving assistance. These conditions may be activated, as needed, only subsequent to a declaration of a state of emergency by the governing body or executive of the party jurisdiction that is to receive assistance or commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the state of emergency remains in effect or loaned resources remain in the receiving jurisdiction(s), whichever is longer.

ARTICLE VI - LICENSES AND PERMITS

Whenever any person holds a license, certificate or other permit issued by any jurisdiction party to the 'Agreement' evidencing the meeting of qualifications for professional, mechanical or other skills, and when such assistance is requested by the

HISTORY & THE AGREEMENT

receiving party jurisdiction, such person shall be deemed licensed, certified, or permitted by the jurisdiction requesting assistance to render aid involving such skill to meet a declared emergency or disaster, subject to such limitations and conditions as the governing body or executive of the requesting jurisdiction may prescribe by executive order or otherwise.

ARTICLE VII – LIABILITY

Officers or employees of a party jurisdiction rendering aid in another jurisdiction pursuant to this ‘Agreement’ shall be considered agents of the requesting jurisdiction for tort liability and immunity purposes; and no party jurisdiction or its officers or employees rendering aid in another jurisdiction pursuant to this ‘Agreement’ shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence or recklessness.

ARTICLE VIII - SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more jurisdictions may differ from that among the jurisdictions that are party hereto, this instrument contains elements of a broad base common to all jurisdictions, and nothing herein contained shall preclude any jurisdiction from entering into supplementary agreements with another jurisdiction or affect any other agreements already in force between jurisdictions. Supplementary agreements may complement, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of emergency management, medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

ARTICLE IX – COMPENSATION

Each party jurisdiction shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that jurisdiction and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this ‘Agreement’, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.

ARTICLE X – REIMBURSEMENT

Any party jurisdiction rendering aid in another jurisdiction pursuant to this ‘Agreement’ shall be reimbursed by the party jurisdiction receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests: *Provided*, That any aiding party jurisdiction may assume, in whole

HISTORY & THE AGREEMENT

or in part, such loss, damage, expense or other cost, or may loan such equipment or donate such services to the receiving party jurisdiction without charge or cost: *Provided, however,* That any two or more party jurisdictions may enter into supplementary agreements establishing a different allocation of costs among those jurisdictions. Article IX expenses shall not be reimbursable under this provision.

ARTICLE XI – POPULATION PROTECTION

Plans for appropriate population protection measures, including shelter-in-place and the orderly evacuation and inter-jurisdiction reception of portions of the civilian population as the result of any emergency or disaster of sufficient proportions to so warrant, shall be worked out and maintained between the party jurisdictions and the emergency management/services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Inter-jurisdiction evacuation plans shall be put into effect by request of the jurisdiction from which evacuees come and shall include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies and all other relevant factors. Inter-jurisdiction evacuation plans shall provide that the party jurisdiction receiving evacuees and the party jurisdiction from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care, and like items. Such expenditures shall be reimbursed as agreed by the party jurisdiction from which the evacuees come. After the termination of the emergency, the party jurisdiction from which the evacuees come shall assume the responsibility for the ultimate support of repatriation of such evacuees.

ARTICLE XII – IMPLEMENTATION

(a) This 'Agreement' shall become effective on May15, 2012.

(b) Any party jurisdiction may withdraw from this 'Agreement' by enacting a resolution repealing the same, but no such withdrawal shall take effect until thirty days after the governing body or executive of the withdrawing jurisdiction has given notice in writing of such withdrawal to the governing bodies or executives of all other party jurisdictions and to the Director, West Virginia Division of Homeland Security and Emergency Management. Such action shall not relieve the withdrawing jurisdiction from obligations assumed hereunder prior to the effective date of withdrawal.

(c) Duly authenticated copies of this 'Agreement' and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party jurisdictions and with the West Virginia Division of Homeland Security and Emergency Management.

HISTORY & THE AGREEMENT

ARTICLE XIII – VALIDITY

This 'Agreement' shall be construed to effectuate the purposes stated in Article I hereof. If any provision of this 'Agreement' is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this 'Agreement' and the applicability thereof to other persons and circumstances shall not be affected thereby.

ARTICLE XIV - REPORTING TO LOCAL AUTHORITY

The director of the office of emergency services in each jurisdiction shall, provide to the jurisdiction's governing body or executive, copies of all mutual aid plans and procedures promulgated, developed or entered into pursuant to this Agreement subject to any reporting requirements established within the several jurisdictions.

HISTORY & THE AGREEMENT

Appendix to Annex A – Enabling West Virginia Code Citation

The following language is based on legislation effective on April 11, 2009.

WEST VIRGINIA CODE §15-5-28. Statewide mutual aid system.

(a) The Legislature hereby finds that emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential for the protection of lives and property and for the best use of available assets, both public and private. The purpose of this section is to create a system of intrastate mutual aid between participating political subdivisions in the state. The system shall provide for mutual assistance among the participating political subdivisions in the prevention of, response to and recovery from any disaster that results in a formal state of emergency in a participating political subdivision, subject to that participating political subdivision's criteria for declaration. The system shall provide for mutual cooperation among the participating subdivisions in conducting disaster-related exercises, testing or other training activities outside actual declared emergency periods. This section provides no immunity, rights or privileges for any individual responding to a state of emergency that is not requested or authorized to respond by a participating political subdivision. Participating political subdivisions will be ensured, to the fullest extent possible, eligibility for state and federal disaster funding.

(b) The Statewide Intrastate Mutual Aid Committee is hereby created. The committee shall consist of eleven members from various different public safety entities and other governmental entities who shall be appointed by the Governor. The Director of the Division of Homeland Security and Emergency Management, or his or her designee, shall chair the committee. This committee shall be multidisciplinary and representative of emergency management and response disciplines as well as local government. It shall be the committee's responsibility to hold, at a minimum, annual meetings to review the progress and status of statewide mutual aid, assist in developing methods to track and evaluate activation of the system and to examine issues facing participating political subdivisions regarding the implementation of this legislation. The committee may prepare an annual report on the condition and effectiveness of mutual aid in the state, make recommendations for correcting any deficiencies and submit that report to the appropriate legislative committee or other governing body. Members of the committee shall serve a maximum two-year term.

(c) Upon the enactment of this legislation, all political subdivisions within the state are members of the statewide mutual aid system: *Provided*, That a political subdivision within the state may elect not to participate or to withdraw from the system upon the enactment of an appropriate resolution by its governing body declaring that it elects not to participate in the statewide mutual aid system. A copy of any such resolution shall be provided to the Division of Homeland Security and Emergency Management.

(d) This section does not preclude participating political subdivisions from entering into supplementary agreements with another political subdivision and does not affect any

HISTORY & THE AGREEMENT

other agreement to which a political subdivision may currently be a party to, or decide to be a party to.

(e) "Emergency responder", as used in this article, shall mean anyone with special skills, qualifications, training, knowledge and experience in the public or private sectors that would be beneficial to a participating political subdivision in response to a locally declared emergency as defined in any applicable law or ordinance or authorized drill or exercises; and who is requested and authorized to respond. Under this definition, an emergency responder may be required to possess a license, certificate, permit or other official recognition for his or her expertise in a particular field or area of knowledge. An emergency responder could include, but is in no way limited to, the following: Law-enforcement officers, firefighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, local emergency debris removal teams, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

(f) It shall be the responsibility of each participating political subdivision with jurisdiction over and responsibility for emergency management within that certain subdivision to do all of the following:

(1) Identify potential hazards that could affect the participant using an identification system common to all participating jurisdictions.

(2) Conduct joint planning, intelligence sharing and threat assessment development with contiguous participating political subdivisions, and conduct joint training at least biennially.

(3) Identify and inventory the current services, equipment, supplies, personnel and other resources related to planning, prevention, mitigation, response and recovery activities of the participating political subdivision.

(4) Adopt and implement the National Incident Management System approved by the State of West Virginia.

(g) A participating political subdivision may request assistance of other participating political subdivisions in preventing, mitigating, responding to and recovering from disasters that result in locally declared emergencies or in concert with authorized drills or exercises as allowed under this section. Requests for assistance shall be made to the Division of Homeland Security and Emergency Management through the designated county emergency management director by the chief executive officer of a participating political subdivision, or his or her designee for response. Requests may be verbal or in writing. Verbal requests will be followed up with a written request as soon as is practical or such number of days as the state, in its discretion, may dictate.

HISTORY & THE AGREEMENT

(h) The obligation of a participating political subdivision to provide assistance in the prevention of, response to and recovery from a locally declared emergency or in authorized drills or exercises is subject to the following conditions:

(1) A participating political subdivision requesting assistance must have either declared a state of emergency in the manner outlined in this section or authorized drills and exercises;

(2) A responding participating political subdivision may withhold resources to the extent necessary to provide reasonable protection and services for its own jurisdiction;

(3) Emergency response personnel of a responding participating political subdivision shall continue under the command and control of their responding jurisdiction to include medical protocols, standard operating procedures and other protocols, but shall be under the operational control of the appropriate officials within the National Incident Management System of the participating political subdivision receiving the assistance; and

(4) Assets and equipment of a responding participating political subdivision shall continue under the control of the responding jurisdiction, but shall be under the operational control of the appropriate officials within the National Incident Management System of the participating political subdivision receiving the assistance.

(i) If a person or entity 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 and the assistance of that person or entity is requested by a participating political subdivision, the person or entity shall be deemed to be licensed, certified or permitted in the political subdivision requesting assistance for the duration of the declared emergency or authorized drills or exercises and subject to any limitations and conditions the chief executive of the participating political subdivision receiving the assistance may prescribe by executive order or otherwise.

(j) (1) Any requesting political subdivision shall reimburse the participating political subdivision rendering aid under this system and in accordance with procedures developed by the Statewide Intrastate Mutual Aid Committee, provided the request for aid is authorized by the Division of Homeland Security and Emergency Management. A participating political subdivision providing assistance may determine to donate assets of any kind to a receiving participating political subdivision. Requests for reimbursement shall be in accordance with procedures developed by the Statewide Intrastate Mutual Aid Committee.

(2) Should a dispute arise between parties to the system regarding reimbursement, involved parties will make every effort to resolve the dispute within thirty days of written notice of the dispute by the party asserting noncompliance. In the event that the dispute is not resolved within ninety days of the notice of the claim, either party may request the dispute be solved through arbitration. Any arbitration under this provision shall be

HISTORY & THE AGREEMENT

conducted under the commercial arbitration rules of the American Arbitration Association.

(k) The Statewide Intrastate Mutual Aid Committee shall develop comprehensive guidelines and procedures that address, including, but not limited to, the following: Projected or anticipated costs, checklists for requesting and providing assistance, recordkeeping for all participating political subdivisions, reimbursement procedures and other necessary implementation elements along with the necessary forms for requests and other records documenting deployment and return of assets.

(l) Personnel of a participating political subdivision responding to or rendering assistance for a request who sustain injury or death in the course of, and arising out of, their employment are entitled to all applicable benefits normally available to personnel while performing their duties for their employer. Responders shall receive any additional state and federal benefits that may be available to them for line-of-duty deaths.

(m) All activities performed under this section are deemed hereby to be governmental functions. For the purposes of liability, all persons responding under the operational control of the requesting political subdivision are deemed to be employees of the requesting participating political subdivision.

(n) Whenever the law-enforcement officials of any political subdivision are rendering outside aid pursuant their lawful authority, and with the approval of the Director of the West Virginia Division of Homeland Security and Emergency Management, and under the authority of a state of emergency as officially proclaimed by the Governor, such law-enforcement officials shall have the same authority, powers, duties, rights, privileges and immunities as if they were performing their law-enforcement duties in the political subdivisions in which they are normally employed. The authority vested in the law-enforcement official, in accordance with this section, shall vest upon reporting in person to the Emergency Management Agency official in charge and on duty at the county or city of destination assignment. The law-enforcement official shall act under the authority, supervision and control of the highest ranking law-enforcement official within the assigned outside jurisdiction. Law enforcement and powers of arrest authority will not attach to the law-enforcement official while in transit from his or her jurisdiction of origin en route to his or her assigned jurisdiction under intrastate mutual aid assistance.