

## **NORTH CAROLINA SOIL AND WATER CONSERVATION SHARED PERSONNEL MUTUAL AID AGREEMENT**

**This agreement is entered into between the North Carolina Association of Soil and Water Conservation Districts (Association), the NCDA&CS Division of Soil and Water Conservation (Division) and by each of the Districts and Counties that adopt and execute this Shared Personnel Mutual Aid Agreement, hereinafter collectively referred to as the “parties.”**

### **SECTION 1: BACKGROUND STATEMENT AND PURPOSE**

Whereas previous natural disasters have demonstrated the need for Districts to share personnel for disaster assessment and technical assistance for disaster recovery efforts;

Whereas the parties to this Agreement recognize the importance of mutual aid and assistance in providing delivery of employee technical training;

Whereas, the parties to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

Therefore, the parties agree to enter into this Agreement for mutual aid and assistance for disaster recovery efforts, delivery of employee technical training, and other mutually agreed-upon assistance with this Agreement embodying the understandings, commitments, terms and conditions for the specified mutual aid.

### **SECTION 2: CONDITIONS OF AGREEMENT**

It is mutually understood that each party's foremost responsibility is to its own citizens. The conditions of this Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid pursuant to a request by 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 services to its own District or County, by deeming itself unavailable to respond and so informing the party setting forth the request. This Agreement only binds each District or County to the extent that resources are available, and the allowance of shared resources is on a case by case request. Employees assisting with this process will remain employees of their original District or County and continue to function under their current employment conditions and coverages.

### **SECTION 3: AUTHORITIES, STATUTES, LAWS**

The Division is authorized to enter into this Agreement by the North Carolina General Statutes §139-4 and §106-840 - §106-844.

The Districts' authority to enter into this Agreement is defined in Soil Conservation Districts Law, North Carolina General Statutes §139-1 - §139-47.

Counties are authorized to enter into this Agreement by North Carolina General Statutes §153A-11 and §160A-461 - §160A-464

The Association is authorized to enter into this Agreement by Articles of Incorporation dated January 1992 and by-laws adopted January 2005 as amended.

#### **SECTION 4: ROLES AND RESPONSIBILITIES**

CONSERVATION PROGRAM IMPLEMENTATION: The parties recognize the natural resources conservation program delivered through Districts is a unique blend of local, state, federal, private and non-profit programs and initiatives. Together these programs address a variety of natural resources, environmental, and educational issues. The parties agree to allow their personnel to assist cooperating Districts and/or Counties, when possible, to build a conservation support network.

DEVELOPMENT OF CLEARINGHOUSE OF RESOURCES: The Association agrees to develop and maintain a Clearinghouse of resources consisting of list of all participating Districts and Counties who have entered into this Agreement. The Clearinghouse shall also include an inventory of personnel, their acknowledged skills and the primary contact for each participating District.

COORDINATION OF RESOURCES: The Association will provide from the Clearinghouse a list of resources to requesting Districts to assist cooperating Districts and Counties as needed.

LIABILITIES ACCEPTANCE AND FINANCIAL RESPONSIBILITIES: Counties and Districts that are parties to this Agreement acknowledge that their respective employees will continue to be their employees when assisting other Districts and Counties pursuant to this Agreement.

Any reimbursement and documentation for time and travel shall be negotiated between the respective parties and declared prior to any assistance being rendered.

#### **SECTION 5: PERSONNEL MANAGEMENT**

Personnel functioning as a shared employee with a partnering District or County should coordinate with their employer to assure that they are functioning within the limitations set by policies established by the employer. Any requirements from the recipient District or County should be disclosed and agreed upon prior to the arrival of shared personnel. Policies of the providing and receiving employers shall be understood and shared prior to assistance being rendered.

#### **SECTION 6: DESIGNATION OF PRIMARY POINT OF CONTACT**

Districts and Counties entering into this Agreement shall designate a primary point of contact established for receiving requests pursuant to this Agreement and shall notify the Association of this designation. This point of contact shall have knowledge of the District's resources and availability for providing assistance, including type of equipment available for use, amount of time allowable, and capabilities of available personnel. Participating Districts and Counties shall notify the Association when this point of contact changes.

#### **SECTION 7: PROCEDURE FOR REQUESTING ASSISTANCE**

Districts and Counties requesting assistance pursuant to this Agreement shall consult the Clearinghouse of participating Districts and Counties to identify which ones possess the personnel and other resources needed. The requesting District or County shall contact those Districts and Counties with capabilities

and resources matching the requestor's needs. Additional support may be requested from and offered by the Association and the Division.

The parties may enter into a separate Task Agreement to specify the scope of cooperation for a particular request.

#### **SECTION 8: SCOPE OF AGREEMENT**

This Agreement covers the basic operation, implementation and understanding between all parties. Authority to carry out specific duties is granted only by the governing District and/or County and policies of that governance for which the employee is managed.

#### **SECTION 9: MUTUAL AGREEMENT TO HOLD EACH OTHER HARMLESS FROM LIABILITY**

To the extent allowed by applicable laws, each party agrees to protect, defend, indemnify, and hold the other parties, and their 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 arising out of action of every kind in connection with or arising out of aid rendered. To the extent that immunity does not apply, each party shall bear the risks of its own actions, as it does in its own day-to-day activities.

#### **SECTION 10: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

#### **SECTION 11: REVIEW/MODIFICATION/TERMINATION**

This Agreement will be reviewed at least annually. The Agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving immediate notice to all parties associated with this Agreement.

This Agreement is officially entered into by:

\_\_\_\_\_ **Soil and Water Conservation District**

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

**County of** \_\_\_\_\_

By: \_\_\_\_\_, \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**North Carolina Division of Soil and Water Conservation**

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

**North Carolina Association of Soil and Water Conservation Districts**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_