

Policy #12.3

CITY OF NEW CASTLE CONTINUITY OF OPERATIONS

Plan Developed 2020

Review of Plan no later than 12/31/2022

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EXHIBIT A: Mutual Aid Agreement with Henry County Emergency Management Agency (Henry County Emergency Management website: www.henrycoema.org)

EXECUTIVE SUMMARY

This document outlines the City of New Castle (CONC) Continuity of Operations Plan (COOP). The purpose of the plan is to provide guidance to New Castle staff regarding policies and procedures to be implemented in the event of an interruption of facilities/services due to a natural disaster, terrorist attack, or other emergency. The primary goal is to allow the New Castle to resume normal operations as quickly and efficiently as possible after an interruption.

Developed in accordance with the provisions of Part 2, Section 202 (Continuity of Government) of Executive Order 12656 (dated November 18, 1988) and the Department of Homeland Security Headquarters Continuity of Operation Guidance Document dated April 2004, this document serves as the City of New Castle COOP Plan.

The plan includes descriptions of the CONC's essential functions, a listing of key personnel, and the order of succession and personnel notification procedure. It includes procedures for the continuation of essential functions and evacuation/relocation.

Questions concerning this document should be directed to:

City of New Castle Board of Public Works and Safety Members:

Greg York, Mayor
Dave Barker, Director of Public Works and Safety
Joel Harvey, City Attorney
227 North Main Street

New Castle, Indiana 47362

765-529-7605

INTRODUCTION

The principal mission of the City of New Castle is to undertake the continuous, cooperative and comprehensive "3-C" planning process for New Castle, Indiana – working in direct coordination with the Henry County Emergency Management Agency as outlined in the Mutual Aid Agreement (Exhibit A). This process, and the planning factors that inform it, ensures the safe, secure and efficient mobility of people and freight, improves accessibility and mobility options, and protects and enhances our region's economic vitality and environmental wellbeing. New Castle staff, under the direction of the Board of Public Works and Safety, develop the city's transportation plans and programs.

To ensure continuous operations of the CONC in the event of an emergency, this COOP will guide New Castle staff on procedures for emergency response, essential functions and relocation plans. This guidance will facilitate the efficient use of CONC resources to assist local and regional emergency response.

CONC Office Location:

City of New Castle 227 North Main Street New Castle, Indiana 47362

PURPOSE, APPLICABILITY AND SCOPE

The purpose of this COOP is to ensure that the essential functions of the CONC will continue in the event of a major event, emergency or disaster. The plan outlines procedures for alerting, notifying, activating and deploying employees, and outlines the basic procedures to restore CONC operations.

The COOP is applicable to situations determined by the Mayor of the CONC to require relocation/re-establishment of essential functions of the CONC. It will provide staff with instructions and expectations concerning actions to be taken in such situations.

The plan addresses the full spectrum of potential threats, crises and emergencies, but does not apply to temporary disruptions of service during short-term building evacuations or other situations where services are anticipated to be restored in the primary facility within a short term timeframe.

ESSENTIAL FUNCTIONS

The essential functions of the CONC, listed by priority are:

- 1. Provide technical support and information to assist in planning and restoration of the city's transportation system.
- 2. Ensure that the integrity and compliance of the CONC's planning programs are maintained.
- 3. Maintain contact with the Indiana Department of Transportation (INDOT), Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).
- 4. Restore communication with CONC members and maintain continuity of CONC and committee meetings.
- Continuity of CONC projects and recurring activities, to include compensation associated with CONC agreements and the maintenance of CONC invoicing.

CONCEPT OF OPERATIONS

Phase I: Activation and Relocation

1. Decision Process

i. The CONC Mayor, or in their absence, the next person in succession, has the authority to activate the COOP.

2. Alert, Notification, and Implementation Process

- i. If during work hours, and if time allows due to the nature of the event, the Mayor will call a meeting and detail the COOP activation plans. Those not present will be notified by phone upon activation. If activation occurs after hours, each staff member will be notified by phone or e-mail. If communications are down, staff members are instructed to tune in to FM102.5 to receive instructions from the Henry County Emergency Management Agency.
- ii. If an emergency alert comes during normal working hours and if time allows, each employee will execute the necessary actions immediately. All visitors will be escorted to safety and the senior CONC staff member in office will account for the whereabouts of each staff member. Staff not assigned to specific preparation procedures will take appropriate action to protect their family and property. Those with extenuating circumstances requiring their prompt attention are free to attend to them upon approval of the CONC staff member in charge.

3. Initial Emergency Procedures for CONC Staff

- i. Assess your work area. Secure necessary files and computer equipment. Save all electronic files to the main server or backup your files to external media. If it is crucial to your daily functions, take your work with you if you are ordered to report to an alternate location.
- ii. Secure your work area. You may be needed to assist in securing other equipment and/or files, etc. Tape all openings on file cabinets to help minimize wind and water damage, should the windows be blown out. The Clerk Treasurer will secure the main CONC file cabinets containing the official records and CONC operating financial account information.

4. Leadership

i. Orders of Succession

The department's order of succession, in terms of supervisory responsibility for the CONC office during activation of the COOP, is shown below.

Successors:

Greg York, Mayor Dave Barker, Director of Public Works and Safety Rex Peckinpaugh, Council President Brenda Grider, Clerk Treasurer Joel Harvey, City Attorney If the senior ranking staff member is incapacitated or out of the area at activation or during the plan implementation, the next ranking staff member shall assume responsibility for implementing and fulfilling the COOP's objectives. Ideally, all staff with COOP functions, shall be assembled at the control center (CONC Mayor's Office) or, if not available, the designated alternate facility, prior to full activation. The primary method of contact shall be via telephone.

ii. Delegations of Authority

The CONC Mayor shall remain in authority unless incapacitated or out of the area. They may appoint a successor, or if unable to do so, the next person in succession shall assume responsibility.

iii. Devolution

The primary function of the CONC is transportation planning, not the physical construction nor day to day operation of transportation facilities. However, should an emergency event occur requiring activation of the COOP, the CONC's planning priorities are to provide support necessary to maintain the existing transportation system and for payment to those associated with CONC agreements and contracts.

In the event of a worst-case scenario where the offices are completely destroyed and/or the entire leadership is incapacitated, CONC functions may be handled on a lower staff level.

In the event of total destruction of the CONC offices, CONC's bank is Citizens State Bank.

Phase II: Alternate Facility Operations

Upon arrival at the alternative facility, the highest ranking CONC staff member should delegate shifts for available CONC staff and assign staff to set up the CONC computers, connect to the internet, establish e-mail, if possible, and determine if telephone lines are operable.

Potential Alternate Locations:

Emergency Medical Facility 432 Broad Street New Castle, Indiana 47362

New Castle Utility Office 201 North 6th Street New Castle, Indiana 47362

1. Mission Essential Functions

Below is a list of the CONC's mission critical systems:

Function

- i. Transportation planning and project development
- ii. Compensation associated with CONC activities and agreements
- iii. Provide assistance to transportation program participants

2. Vital Files, Records and Databases

The CONC's vital files include hard copies of signed Interlocal Agreements, Memorandums of Agreement, Memorandums of Understanding, Ordinances, Resolutions, and assorted historical records. These documents are considered official records. In the event of total destruction of the CONC offices, while not official, copies of these documents should be able to be recovered from the party from which the agreements were made and file copies of most of the CONC planning documents are available from the City Website (www.cityofnewcastle.net) INDOT, FHWA and/or FTA. All are available in hardcopy and/or stored electronically on the City of New Castle computer network (backed up nightly Monday through Friday). This Policy includes the New Castle's Disaster Recovery Plan.

Phase III: Reconstitution

Vital File, Record or Database	Form of Record	Acces s
GIS Database	Database	Server
COOP Plan	Hard Copy	Hard copy carried to alternative location
CONC Contacts List	Electronic	Server

In the event of total destruction of the CONC offices, the CONC will be assigned a new location by the Mayor or their successor. After an event has passed, staff shall contact their supervisors for instructions on when and where to report for duty.

LOGISTICS

1. Alternative Location

Identified alternate facilities can accommodate CONC staff during the period through which the regular CONC office is inaccessible. Should the CONC offices be completely destroyed, the CONC Mayor, in consultation with the Board of Public Works and Safety, New Castle City Council, and Henry County Emergency Management Agency, will locate a suitable facility for permanent relocation of the CONC.

2. Interoperable Communications

The alternative locations have a standard phone system available for use. All CONC staff members possess cellular phones. Alternate facilities offer access to CONC files currently stored and/or backed-up on the City of New Castle servers.

MULTI-YEAR STRATEGYAND PROGRAMMANAGEMENTPLAN

The COOP will be examined on a bi-annual basis. It is not anticipated that the CONC should need a multi-year strategy and program management plan.

COOP MAINTENANCE

The COOP will be reviewed bi-annually. The personnel and emergency telephone lists will be reviewed and updated as needed.

Reviewed and approved by the Board of Public Works and Safety this day of
December, 2020.
Greg York, Mayor
Dave Barker, Director of Public Works
, Joel Harvey, City Attorney
Breida Grider, ATTEST
Brenda Grider, Clerk Treasurer

Exhibit A

MUTUAL AID AGREEMENT AMONG LOCAL GOVERNMENTAL UNITS IN HENRY COUNTY, INDIANA

WHEREAS, the Indiana General Assembly, in Indiana Code 10-14-3, provides for the Indiana State Emergency Management Agency and local emergency management departments for political subdivisions of the State for the purpose of safeguarding the citizens of Indiana from disasters or emergencies; and

WHEREAS, the Indiana General Assembly, in Indiana Code 10-14-3-7 (b)(6), authorized and provided for coordination of activities related to disaster prevention, preparedness, response and recovery; and

WHEREAS, important activities related to disaster prevention, preparedness, response and recovery needing coordination are use of emergency medical services, law enforcement, fire, transportation, communications, public works assistance, building inspection, planning and information assistance, mass care, resource support, health and other medical services, and search and rescue; and

WHEREAS, the Indiana General Assembly, in Indiana Code 10-14-3-16, authorized and provided for the director of each local organization for emergency management and disaster to assist in negotiation of reciprocal mutual aid agreements with and between other public and private agencies within this state for reciprocal emergency management aid and assistance in case of disaster too great to deal with unassisted; and

WHEREAS, the Indiana General Assembly, in Indiana Code 10-14-3-16, authorized and provided for the director of each local organization for emergency management and disaster to carry out arrangements or agreements relating to the political subdivision; and

WHEREAS, the Indiana General Assembly, in Indiana Code 36-1-7, set out the required contents for agreements entered into by any political subdivision or public agency of this State; and

WHEREAS, the signature of the executive officer of any or all of the political subdivisions and public agencies in Henry County, Indiana, affixed to this Mutual Aid Agreement is evidence of that political subdivision's and all of its supporting agencies/departments participation in this agreement; once signed, the political subdivision(s) and public agencies and all of its successive administrators shall abide by this agreement until such time as a letter of withdrawal is submitted to the Henry County Commissioners; and

WHEREAS, such signators have offered to make available to one another their resources to assist one another in the event that the emergency or disaster has or is believed to occur, and the resources of the requesting political subdivision or public agency are insufficient to respond to the emergency or disaster; and

WHEREAS, the undersigned political subdivisions and public agencies desire to enter into this Agreement for the purpose of providing for mutual support, aid and assistance in response to a natural or manmade disaster/emergency, and

WHEREAS, the undersigned political subdivisions and public agencies agree that any assistance

furnished from one party to the other shall not be regarded as "available assets" of the requesting party for purposes of determining whether local assets are insufficient to respond to any natural or manmade emergency or disaster; and

WHEREAS, the undersigned political subdivisions and public agencies agree that any assistance furnished from one party to another shall not be considered when a decision is made to declare a local disaster emergency under Indiana Code 10-14-3-29; and

WHEREAS, the undersigned political subdivisions and public agencies agree that the authorized official (and his/her assistant as alternate) of each entity that will provide assistance under this Agreement be accorded the status of emergency management personnel for purposes of calling into effect the activation terms and administration of this Agreement across county lines, so that he or she may be directly contacted for aid; provided however that such authorized official shall immediately notify the Emergency Management Director of the County that the services/assets have been dispatched from and the name of the requesting party.

NOW. THEREFORE, the parties hereby agree as follows:

MUTUAL AID AGREEMENT

THIS AGREEMENT entered into by and among the undersigned political subdivisions and public agencies in Henry County, Indiana WITNESSETH:

WHEREAS, Indiana Code 10-14-3-7 authorizes political subdivisions and public agencies in this state to enter into mutual aid agreements; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by this law; and

WHEREAS, the purpose of this Agreement is to provide each of the parties, through their mutual cooperation, a predetermined plan by which each might render aid to the others in case of an emergency which demands emergency medical services, law enforcement, fire, hazardous materials, transportation, communications, public works assistance, mass care, resource support, health and other medical services, and search and rescue to a degree beyond the existing capabilities of a party; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an Agreement for mutual assistance to provide reserves needed to assure each party of adequate protection; and

WHEREAS, the undersigned political subdivisions and public agencies agree to provide available resources through-out Henry County for emergency assistance, also agree to the same terms and conditions with all counties that are included and participating in the State of Indiana's mutual aid agreement and have comparable signed agreements within their own county.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties will respond to calls for but not limited to; emergency medical assistance, law enforcement, fire, rescue, hazardous materials, transportation, communications, public works

assistance, building inspection, planning and information assistance, mass care, resource support, health and other medical services, and search and rescue only upon request for such assistance made by the authorized official on-duty/on-call of the requesting party. All requests for emergency assistance should be made only to the authorized official on duty of the party to which the request is directed (this request and additional information may be made through a local dispatch center). While the first request may be verbal, the requesting party should as soon as practicable follow up with a written request for aid.

Upon request for aid received as provided for in paragraph (1). the authorized officer of the responding party will authorize a response as follows:

- a. Each of the parties to this Agreement *may* provide the requested personnel and equipment in response to the request if available.
- b. Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction as determined by the authorized official of the responding party after discussion with the authorized official of the requesting party.
- c. If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or such emergency occurs under this Agreement, and the authorized official of the responding party reasonably determines, after a consideration of the severity of the emergency in his/her jurisdiction, that the responding party cannot comply with the requirements under this Agreement without endangering life and/or incurring significant property damage in his/her jurisdiction, he or she may choose to use all equipment and personnel in his/her own jurisdiction. In such case, the authorized official of the responding party shall inform the authorized official of the requesting party of his/her decision.

In cases where two or more requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this Agreement impossible for the responding party, the authorized official of the responding party shall determine, based upon his/her best professional judgment, how best to respond to the requests.

The parties shall utilize the NATIONAL INCIDENT MANAGEMENT SYSTEM to provide structure for incident management so as to assure efficient use of resources and the safety of emergency responders and the public.

It shall be the responsibility of the responding party to know and communicate the level of training of responders to the incident commander (IC), and for the Officer in Charge (OIC) of the responding personnel to advise the IC as to his/her personnel's level of training. The conduct and actions of responding party personnel shall be the responsibility of the party sending assistance. This may be accomplished by the use of the Henry County Emergency Management Agency/Department authorized Identification Cards. It shall be the responsibility of the authorizing agency (i.e. member organization) to provide current information to the Henry County Emergency Management Agency.

As required by Indiana Code 10-14-3-18(a), when personnel are sent to another jurisdiction pursuant to this Agreement, they will retain the jurisdiction, authority, rights, privileges, and immunities, including any coverage under the Worker's Compensation Laws, that they have when they are on duty/in service in their home jurisdiction.

- 6. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the responding party which may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.
- 7. The parties agree that the party responding to the request for mutual aid under the terms of this Agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment while en route to or returning from the mutual aid response location. The responding party shall also assume all liability and responsibility for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the mutual aid response location.
- 8. The party responding under the terms of this Agreement shall assure that its personnel drive their vehicles while in the territory of the requesting party in compliance with all appropriate laws and with due regard for the safety of all persons using the highway.
- The party responding under the terms of this Agreement shall assume no responsibility or liability for property damaged or destroyed, or bodily injury at the actual scene of an emergency, or because of any action required due to responding to or assisting under this Agreement; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property exists or the incident occurs.
- 10. An itemized claim for loss or damage to the responding party's equipment at the response scene shall be filed within thirty (30) days of such loss or damage occurring.
- Pursuant to Indiana Code 10-14-3-18(b), the political subdivision in which the requesting party is located shall be responsible for any loss or damage to equipment used in the response and shall pay any expense incurred in the operation and maintenance thereof.
- 12. The political subdivision in which the requesting party is located shall be responsible for labor and equipment reimbursement as specified in paragraph 14.
- The parties agree that, as specified in Indiana Code 10-14-3-18(b), no claim for loss, damage, or expense under this Agreement shall be allowed unless, within sixty (60) days after the same is sustained or incurred, an itemized notice of such claim under oath is served by mail or otherwise upon the chief fiscal officer of such political subdivision where the equipment was used. Claims shall be fully documented in order to obtain reimbursement.
- 14. The parties agree the value of labor and equipment if reimbursed would be as follows if authorized prior to deployment:
 - (1) labor rates:
 - (a) straight time for force account labor shall be the normal pay rates for responding personnel
 - (b) overtime for force account labor shall be at 1-½ times the normal pay rates for responding personnel if it is the normal practice to pay overtime at this rate
 - (2) equipment reimbursement rates:

- (a) equipment reimbursement rates shall be at the FEMA standard for equipment reimbursement or the state or local rate, whichever is lowest
- 15 The authorized official of the requesting party, shall in all instances be in command of the overall emergency operations as to strategy, tactics, and overall directions of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the authorized official in command of the responding party or his/her representative.
- 16 The authorized official in command of the responding party shall retain control over his/her personnel at the incident scene. Should he/she determine that any direction given by the authorized official of the requesting party would result in unsafe conditions for persons under his/her control; the authorized official in command of the responding party shall have the authority to refuse such direction.
- 17 A joint board is hereby created consisting of the Executives of each political jurisdiction or their designated representatives, which joint board shall have the responsibility of carrying out the powers designated herein.
- 18 No property, real or personal, tangible or intangible, shall be acquired or held by this joint board, it being the intent of the Agreement that each political jurisdiction shall use and employ its own properties in carrying out the functions and responsibilities designated herein.
- 19 This Agreement shall begin on the date of the first signature and continue from year to year until such time as a party gives notice of termination hereto at least sixty (60) days prior to such termination. No further obligations or liabilities shall be imposed after such termination. All agencies/government entities/organizations shall remain bound by this mutual aid agreement even if the signed representative has changed until the current representative provides written notice of termination as stated above.
- 20 It is the parties intention that the provisions hereof are separable, so that in the event any provision of this agreement shall be determined to be unenforceable by a court of law or by any other properly constituted authority, then rest and remainder of the provisions of this agreement remain binding and enforceable.
- 21 This Agreement may be signed in counterparts, and such counterpart shall be valid only:
 - a. When it is executed by the Executive(s) of the respective political jurisdictions pursuant to the ordinance/resolution of each jurisdiction authorizing the Executive to execute it.
 - b. When it is lodged for record pursuant to Indiana Code 36-1-7-6.

IN WITNESS WHEREOF the parties, by	their Executive Officers, have executed this Agreement:
Karry D. Halp	LARRY D. HA/E
Signature	Printed Name
20mg 1st	DonAld L SHAW
Rely & Esterly	Printed Name
Signature	Printed Name
Title, Jurisdiction, Henry County, Indiana;	Board of Commissioners Dated: 4/5, 2006

Jem J Frie	TOM NIPP Printed 4/4/2006
Signature	Printed Name
Jurisdiction, Title; City of New Castle, Mayor	Dated: <u>6-13-06</u> , 2006
2	PAUL RENEAU
Signature Render	Printed Name
	Dated: <u>\$ -20 - 25</u> , 2006
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Jurisdiction, Title; Town of Cadiz	Dated: 3-15-,2006
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Jurisdiction, Title; Town of Dunreith	Dated: <u>6-26</u> , 2006
	Steven W Ferguson
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Jurisdiction, Title: Town of Greensboro	Dated: 3-31, 2007
Mary B. Pulller Signature & Pulller	Mary B. PRIBBLE. Printed Name
Jurisdiction, Title; Town of Kennard	Dated: 3-10-, 2006
Dand W Blem	Davidu GLIZNN
Signature	Printed Name
Jurisdiction, Title; Town of Knightstown	Dated: <u>9-20</u> , 2006
***************************************	Jeffry Meek
Signature	Printed Name
Jurisdiction Title: Town of Lewisville	Dated: 9////06, 2006
**************************************	Juke South
Signature	Printed Name
Jurisdiction, Title: Town of Middletown	Dated: 7 ZR , 2006

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Jurisdiction, Title; Franklin Township Trustee	Dated: <u>9-9-66</u> 2006
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Michael C. Jylens	MICHAEL C	LYKENS	Printed 4/4/2006
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Richard Moore Signature	Printed Name	0 R 13	
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Jurisdiction, Title: Chief Mooreland Police Departr *************** Jurisdiction, Title: Chief New Castle Police Departr **********************************	Sett rey D. Printed Name	Dated: 4/20 ******** ho/sav NC157 Dated: 8-7- **********************************	***** _, 2006 ***** _, 2006 *****
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Jurisdiction, Title: Chief Mooreland Police Department And Chief Shirley Police Department And Chief S	Printed Name ment ********* Tames & Noc Printed Name ment *********** Printed Name ********* Danie C. Tames Printed Name	Dated: 4/20 ********* ho/sav NC157 Dated: 8-7- ********** HARRISON Dated: 3-/0-07 **********************************	***** _, 2006 ***** _, 2006 *****
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Jurisdiction. Title: Henry County Sheriff's Departs	ment/EMS	Dated: 3 - 30	, 2005
	Phil CHAN	DLTR	
Signature	Printed Name		
Jurisdiction. Title; Director Middletown EMS	in its atsiation of a standard standards at a standard standard standards.	Dated: 7/3	,2006
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Jurisdiction, Title; New Castle/Henry County EMS	Department	Dated: <u>4-20</u>	, 2006
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Jurisdiction, Title: Director Southwest Medical	when the take take take take take take take tak	Dated: 10-10	, 2006
Signature A. Hanks	Printed Name		
Jurisdiction, Title; Superintendent, New Castle *********** ********* Signature	Correctional Facil ********* OUG Printed Name	********	, 200 B ******
Jurisdiction Title: HENRY COUNTY HEALTH C	******	Dated: 3- 15 - (<u>07</u> , 2 006
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Jurisdiction, Title: HEVRY COUNTY CORC ***********************************	INER ********	Dated 53-15-0	7,-2006 *****
Signature	Printed Name		
Jurisdiction, Title; *************** ********** ********	**************************************	Dated: ************************************	, 2006 *****
Jurisdiction, Title; Henry County Emergency Man	agement Agency	Dated: 4/6	, 2006