

DRAFT

**MULTI – JURISDICTIONAL
MUTUAL AID AGREEMENT
(September 2004)**

(NOTE: This draft agreement is provided as a sample ONLY. Jurisdictions should add or delete items as needed to comply with local laws and procedures.)

WHEREAS, the jurisdictions of _____ County, _____ County, the City of _____, and the City of _____ have deemed it to be in their best interests to enter into a mutual aid agreement to provide for mutual cooperation in the event of a disaster or emergency; and,

WHEREAS, each party entering into this compact recognizes that many emergencies, including, but not limited to, natural disasters, technological hazards, man-made disasters, civil emergency aspects of resources shortages, community disorders, insurgency, or terrorist attack, transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing emergencies; and,

WHEREAS, each jurisdiction is responsible for responding to an emergency situation and using all available resources to protect the health, safety, and property of the citizens of the affected jurisdiction(s).

WHEREAS, it is desirable and necessary that all available resources of those jurisdictions and their various departments and agencies be made available to respond to natural and man-made emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when an emergency occurs by providing resources including, but not limited to, fire, police, medical and health, communication, and transportation services to cope with the disaster or emergency; and,

WHEREAS, Missouri law provides for the execution of such mutual aid agreements among political subdivisions of the State, public safety agencies, fire departments, fire protection districts, and/or volunteer fire protection associations, as authorized by the respective jurisdiction's elected body.

NOW, THEREFORE, THE JURISDICTIONS OF _____ COUNTY, _____ COUNTY, THE CITY OF _____, AND THE CITY OF _____ DO OFFICIALLY AGREE AS FOLLOWS:

1. In accordance with Homeland Security Presidential Directive (HSPD) – 5 (Management of Domestic Incidents) each participating jurisdiction agrees to institutionalize and implement the National Incident Management System (NIMS), to include the Incident Command System.
2. Each party agrees to Respond to Requestor by furnishing resources and rendering services to other parties to this agreement and to respond to any type of emergency whether declared or not; provided, however, that no party shall be required to unduly deplete its resources in furnishing such assistance. If a

Responder is unable to meet the Requestor's need for resources, the Requestor will be advised immediately.

3. It shall be the responsibility of each participating jurisdiction to formulate procedural plans and programs for inter-jurisdiction cooperation and for the effective mobilization of its resources, both public and private, in the performance of the responsibilities listed in this agreement. In formulating such plans, and in carrying them out, the party jurisdictions, insofar as practical, shall:
 - a. Review individual jurisdictional hazard 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 terrorist attack.
 - b. Review party jurisdictions' individual emergency plans and develop a plan for inter-jurisdiction management and provision of assistance concerning any potential emergency.
 - c. Develop inter-jurisdiction procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.
 - d. Assist in warning communities adjacent to or crossing the jurisdiction boundaries.
 - e. 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.
 - f. Inventory potentially available resources and set procedures for the inter-jurisdiction loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness. Each party should provide this resource list to all other parties to this agreement.
 - g. Provide, to the extent authorized by law, for temporary suspension of any local statutes so any party jurisdiction requested to render mutual aid or conduct exercises and training for mutual aid, can take action necessary to provide/make available the resources covered by this compact 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 themselves.
4. Documentation of hours worked will be maintained by the Responder and provided to the Requestor on a shift-by-shift basis.
5. It is expressly understood that any mutual aid extended under this agreement is furnished in accordance with RSMo Chapter 44 Section 44.090, Chapter 70 Section 70.837, Chapter 320 Section 320.090, and other applicable provisions of law. Management of an incident shall remain with the jurisdiction in which the incident occurred. Agencies providing assistance shall assign an agency representative to report to the official in charge/incident commander. The official in charge/incident commander may

mission assign responding mutual assistance agencies, but each agency's representative retains supervision of their personnel and resources and may withdraw their resources at any time.

- 6. The provisions of this agreement shall not limit or restrict the duties and obligations of the State of Missouri to respond to emergencies within the jurisdictional confines of parties to this agreement or for any other jurisdiction that may be impacted by a disaster.
- 7. The Responder may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requestor without charge or cost. Any two or more party jurisdictions may enter into supplementary agreements establishing a different allocation of costs among those jurisdictions.
- 8. 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 die as a result of rendering aid pursuant to this compact, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.
- 9. Parties to this agreement will request that personnel and equipment not under their direct authority honor the conditions of this agreement and support calls for assistance in response to a disaster.
- 10. The Requestor shall indemnify, defend, and hold blameless the Responder arising from the performance of duties in response to an emergency incident pursuant to this agreement. Officers or employees of a party jurisdiction rendering aid in another jurisdiction pursuant to this agreement shall be considered agents of the Requestor 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.
- 11. This agreement shall become effective as to each party when executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this agreement, until the party terminates participation in this agreement. Execution of this agreement shall be as follows: Parties shall by resolution approve and agree to abide by this agreement.

Name

Title

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