

# III. C.

## Memorandum

### Department of Planning, Public Works & Parks

*JJH*  
6/18/12

**To:** Michael Herring, CA  
**From:** Mike Geisel, DPPW & P  
**Date:** 6/18/2012  
**Re:** Mutual Aid-Mutual Assistance



As you requested, I have prepared a revised, more comprehensive Public Works Mutual Aid - Mutual Assistance agreement. This agreement provides the framework for signatory communities to not only provide emergency assistance during natural disasters, but also provides for the shared use of unique resources that communities may require from time to time. Assistance is voluntary and each providing community is responsible for any personnel and equipment costs related to their response. However, in the event that third party recoupment is provided, the agreement provides for reimbursement of assisting community's costs. This agreement is consistent with FEMA's requirement for pre-existing agreements. Further, this agreement has been reviewed by both legal counsel and our SLAIT insurance provider. Response and assistance does not require emergency declaration or authorization by the agency's Chief Elected or Chief Administrative officer.

While the title of this work is Public Works Mutual Aid Agreement, I want to emphasize that it refers to the assets, equipment, and resources related to physical operations of a communities maintenance operations. It should be considered to incorporate Parks and Urban Forestry operations. Each community may be organized in different functional units. The intent of the agreement is simply to encourage the uniform availability of assistance during emergency responses, as well as the sharing of specific, unique equipment or assets between communities. Such resources may reside in different departments or functional areas within each community. It should not be limited to only those areas with Public Works in their title.

The proposed agreement requires each participating community to identify authorized points of contact. **These contacts are intended to be at the Director of Public Works or Superintendent of Maintenance Operations Level.** It is critical, that for the purposes of response and cooperation, that point of contact be at the operational level. Each agency is then, of course, responsible to their respective management hierarchy and that the process for regular sharing and cooperation should be encouraged, not discouraged. In addition, **each agency is required to inventory and provide a "resource" list**, which identifies the type of equipment their Public Works operation has available. This resource inventory is critical. Not only does it provide a comprehensive list of assets available, it should be prepared and provided in a form which identifies each asset consistent with the

Mike Herring  
Mutual Aid – Mutual Assistance  
June 18, 2012  
Page two

asset typing and categories identified by FEMA which is necessary for any third party reimbursement request. The agreement also **requires a bi-annual review by participating communities.** Every other year, in January, agency participants will meet to review and ensure familiarity with the terms of the agreement and to update the resource listing for each community. It is important that such a mutual aid – mutual assistance agreement be referred to frequently to ensure a consistent and expedient response during critical emergencies.

It is my hope that this agreement will serve first to replace the existing mutual aid agreements for the west county communities who have previously executed mutual response agreements. **Ultimately, I would hope that this agreement would be expanded and other communities would sign on, and the agreement could be used area-wide to facilitate consolidated and coordinated responses to events and simply daily operational needs.** In the last few years, we have had multiple serious occurrences where public works responses were critical and assistance was necessary; Ice storms, tornadoes, and storm damage. In addition, each community has the need for assistance on occasion, perhaps to borrow a changeable message sign, portable stop lights, salt conveyor, or other specialized equipment. It is in the public's interest to encourage the efficient and shared use of such assets as opposed to each community purchasing such items at significant cost and leaving them under-utilized. Shared use of such assets is necessarily self-policing. By specifying the point of contact at the operational level, agencies will share most readily with those agencies that readily share. Agencies that refuse to participate or share will find few willing partners.

**It has become clear that Public Works agencies and Directors, for a variety of different reasons, have been reluctant to present or advocate for global mutual aid – mutual assistance agreements. Many are concerned that their organization may not be supportive and others simply don't feel that their role is to create policy. As such, it has become equally clear that if our vision for universal cooperation, aid and assistance as has become the norm within both the fire and police disciplines, it is critical that these agreements be presented through the City Managers and City Administrators.** It is uniformly accepted that Public Works has a unique and critical role as first responders in a variety of response scenarios. It is important that we can operate during emergencies such that we are not tightly constrained by municipal boundaries.

I look forward to discussing this with you in greater detail. If you have any questions or require additional information, please advise.

Attachment

Cc Brian McGownd, Public Works Director\City Engineer  
Tom McCarthy, Superintendent of Parks and Recreations.  
Mike O'Connor, Superintendent of Maintenance Operations

***This Public Works Emergency Response Mutual Aid Agreement (hereinafter "Agreement") is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:***

**WHEREAS**, Section 44.415 of the Missouri Revised Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their resources on a basis of mutual cooperation; and

**WHEREAS**, municipalities are vulnerable to a variety of natural and technological disasters and recognizing this vulnerability, this Agreement's intended purposes are to:

- (1) Reduce damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

**WHEREAS**, the parties to this Agreement and the State of Missouri have recognized the importance of coordination and cooperation between local governments; and

**WHEREAS**, pursuant to Section 44.415 of the Missouri Revised Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another during times of disaster or public works emergencies; and

**WHEREAS**, it is recognized and accepted by the entities which have chosen to become signatories to this Agreement, that municipalities can best serve their constituencies through cooperation and sharing of resources, thereby maximizing utilization and minimizing expense for redundant equipment and resources.

**THEREFORE**, pursuant to Section 44.415 of the Missouri Revised Statutes, the undersigned entities agree to enter into this Agreement for cooperative and reciprocal public works emergency response aid and assistance, with this

Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

### **SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, supplies.

B. "AUTHORIZED REPRESENTATIVE" means an entity's employee who has been authorized, in writing by that entity, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement.

The list of Authorized Representatives for each entity shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to the employee's position will be the authorized representative.)

C. "DISASTER" means a calamitous event threatening loss of life or significant loss or damage to property, including, but not limited to flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary event.

D. "MUTUAL AID RESOURCE LIST" means the list provided by each entity listing equipment, personnel and other resources an entity has available for aid and assistance.

E. "ENTITY" means a governmental entity which has adopted and executed this Agreement.

F. "PROVIDER" means the entity which has received a request to furnish aid and assistance from another entity in need (the "Recipient") and has agreed to provide the aid and assistance requested. The Provider shall be represented by the authorized representative or the local agency charged with recovery, repair and operational activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal facilities.

G. "RECIPIENT" means the entity setting forth a request for aid and assistance to another entity (the "Provider"). The Provider shall be represented by the authorized representative or the local agency charged with recovery, repair and operational activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and

terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal facilities.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;  
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal contract, it is recognized that any entity to this Agreement may be requested by another entity to be a Provider. It is mutually understood that each entity's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any entity to provide aid and assistance pursuant to a request from another entity.

Accordingly, when aid and assistance have been requested, a entity may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.

B. Given the finite resources of any jurisdiction and the potential for each entity to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred by Missouri Revised Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

**SECTION III: BI-ANNUAL REVIEW**

The authorized representatives of each entity shall meet not less than bi-annually to review the Agreement and, if applicable, discuss recommendations to be made to their respective governing bodies for amendments to the Agreement pursuant to Section XIII of this Agreement. Such reviews will be scheduled during January of each even numbered calendar year.

#### **SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources available are deemed inadequate by Recipient. When Recipient becomes affected by a disaster, or otherwise deems its resources inadequate to address an emergency response, recovery, or an operational need; it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

**A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section. All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by all Providers providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

**B. REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

(1) **Condition and Status:** A general description summarizing the condition necessitating the request for aid (i.e., whether the condition is planned, imminent, in progress, or has already occurred) and of the damage sustained to date;

(2) **Services:** Identification of the service function(s) for which assistance is needed and the particular type of aid and assistance needed;

(3) **Aid and Assistance:** The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

(5) **Facilities:** The need for sites, structures, or buildings outside Recipient's geographical limits to serve as staging areas for incoming emergency goods and services; and

(6) **Meeting Time and Place:** An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

**C. STATE AND FEDERAL ASSISTANCE:** In the event of an expected declaration of local emergency and if the severity of the event is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient

shall be responsible for notifying the appropriate agencies or coordinating requests for state and/or federal assistance.

**SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

A. When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine if personnel, equipment, and other resources are available. If Provider's authorized representative determines that Provider has available resources and agrees to provide the aid and assistance requested, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the aid and assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response.

Provider's acknowledgment shall contain the following information:

- (1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;
- (2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in Section VII of this Agreement.)
- (3) The estimated time when the aid and assistance provided will arrive at the location designated by the authorized representative of the Recipient; and
- (4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to Section VI of this Agreement).

B. Nothing in this section shall be deemed to unconditionally require any entity to this Agreement to provide aid and assistance to any Recipient. Each entity has the right to reject any request for aid and assistance.

**SECTION VI: SUPERVISION AND CONTROL**

A. Provider shall designate contact persons/coordinators among its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's contact persons/coordinators, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's contact persons/coordinators and Recipient.

B. Based upon such assignments set forth by Recipient, Provider's contact persons/coordinators shall:

(1) Have the authority to assign work and establish work schedules for Provider's personnel.

Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

(2) In accordance with Section VIII of this Agreement, maintain a log of daily personnel time records, material records, equipment hours, and other expenses;

(3) Report work progress to Recipient at mutually agreed upon intervals.

C. Provider is to provide adequate supervision and control of Provider's personnel as necessary to comply with the workers compensation laws of Missouri and Section X of this Agreement.

D. When equipment and vehicles are supplied, they should be operated by qualified employees of the Provider agency whenever possible. However, this should not restrict any agency from operating equipment or vehicles when qualified operators of the providing agency are not available for that purpose with the consent of the Provider.

#### **SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

A. Unless otherwise provided, the duration of Provider's aid and assistance shall be presumed to be for an initial period of not more than Seventy Two (72) hours. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient. The seventy two hour period and any other agreed upon time periods shall start when the aid and assistance departs from Provider's location with the intent of going to Recipient's location. The aid and assistance shall end when the aid and assistance returns to Provider's location and no further expectation of aid and assistance exists between Provider and Recipient.

B. In accordance with Section II of this Agreement, Provider's aid and assistance shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to



terminate portions of or all aid and assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

## **SECTION VIII: COST DOCUMENTATION & REIMBURSEMENT**

### **A. PERSONNEL -**

Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

**B. PROVIDER'S TRAVELING EMPLOYEE NEEDS -** Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

### **C. EQUIPMENT -**

Provider shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.

### **D. MATERIALS AND SUPPLIES -**

Provider shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

**E. REIMBURSEMENT OF COSTS -** Provider's costs as documented in this Section will only be reimbursed by Recipient if Recipient receives a monetary benefit, grant or disaster funding from a third party including, but not limited to, federal or state disaster relief.

## **SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and

privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

**SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees 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 employees.

**SECTION XI: IMMUNITY**

All activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by Missouri law and all grants of immunity pursuant to Section 537.600 of the Missouri Statutes shall apply.

**SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each entity (as indemnitor) agrees to protect, defend, indemnify, and hold all other parties (as indemnitees), 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 including, but not limited to, attorney's fees and costs of litigation arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent or intentional acts and errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each entity shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each entity understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

**SECTION XIII: AMENDMENTS; ADDITIONAL MEMBERS**

A. MANNER -

This Agreement may be amended at any time by (1) unanimous consent of the parties as determined by the governing units of the parties or (2) upon the mutual written consent of the Recipient and Provider.

B. ADDITION OF OTHER ENTITIES -

Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; (2) sending the executed Agreement to all parties; and (3) sending a copy of its completed Mutual Aid Resource List to each of the other parties.

**SECTION XIV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any entity may withdraw from the Agreement at any time by written notification served personally or by registered mail upon all parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been served upon or sent to all other parties. An entity's withdrawal from this Agreement shall not affect an entity's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining entities. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the parties as determined by the governing units of the parties.

**SECTION XV: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

**SECTION XVI: SEVERABILITY ----- EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain

in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

**SECTION XVII: EFFECTIVE DATE**

This Agreement shall be effective upon proper approval and execution hereof by at least two entities. The effective date shall be the date upon which the second entities executed the Agreement. As to all subsequently added entities, the effective date shall be the date upon which the newly added entities properly executed the Agreement.

Execution of this agreement may be accomplished by facsimile or PDF signatures.

NOW THEREFORE, in acknowledgment of the acceptance of this Agreement, each of the parties have caused this Public Works Emergency Response Mutual Aid Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

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**Attach each community's resource\asset type list.**

**(electronic form to be provided)**

LAFAYETTE AREA MUTUAL AID AGREEMENT

COPY

THIS CONTRACT, made and entered into this 15<sup>th</sup> day of March, 2002, by and between the cities of Ballwin, Chesterfield, Clarkson Valley, Ellisville, Manchester, Town and Country, Wildwood, and Winchester.

WITNESSETH

WHEREAS, the cities of Ballwin, Chesterfield, Clarkson Valley, Ellisville, Manchester, Town and Country, Wildwood, and Winchester 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, there exists the possibility of an occurrence within the Lafayette Area of West St. Louis County of a major disaster resulting from hostile action against the United States, or resulting from fire, flood, tornado or other natural causes, which would adversely affect the general welfare of all citizens within the geographical confines of the Lafayette Area of West St. Louis County; and

WHEREAS, wisdom dictates that preparation be made before any such disaster, in order to minimize, so far as possible, the adverse effects thereof upon the area and public potentially affected; and

WHEREAS, it may be necessary that the resources and facilities of other municipal corporations and other public agencies be made available to prevent and combat the effects of disasters; and

WHEREAS, the Lafayette Cities named herein have enacted and approved Ordinances, copies of which are attached hereto and made a part hereof, authorizing the Lafayette Cities to execute this agreement; and.

NOW, THEREFORE, THE CITIES OF BALLWIN, CHESTERFIELD, CLARKSON VALLEY, ELLISVILLE, MANCHESTER, TOWN AND COUNTRY, WILDWOOD, AND WINCHESTER DO OFFICIALLY AGREE AS FOLLOWS:

1. Each City hereby agrees to aid and assist another party by furnishing those resources and facilities and to render those services, upon request of another City prior to or during any disaster, in order to prevent or minimize the effects thereof. All aid and assistance so furnished shall be provided in accordance with this agreement and such mutual aid operations plans as may hereinafter be adopted by parties hereto.
2. Any request for Mutual Aid Assistance is to be made by the Mayor or City Administrator/Manager of the City requesting assistance. Requests are to be directed to the Mayor or City Administrator/Manager any or all other Cities. An emergency declaration by the Mayor or City Administrator/Manager is necessary

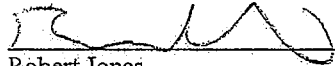
to qualify for Mutual Aid Assistance under this agreement. It is the intent of this agreement that assistance be provided for emergency response and not to facilitate ongoing recovery efforts. Cities, agree to respond when there is an imminent danger to life or property and/or a need to clear or secure public facilities in order to provide and maintain life support systems.

3. The parties agree that in the event of a localized disaster, each City shall render such aid and assistance as may be requested by another City and deemed necessary by each responding City. In rendering such aid and assistance the requesting City retains complete autonomy of management, control, and supervision over the disaster relief operations.
4. When providing assistance, employees of the assisting City will take direction from Supervisory personnel of the City requesting assistance. All aspects of the operation are to be under the control and supervision of the City requesting assistance.
5. The parties will provide assistance, as requested, subject to the availability of manpower and equipment.
6. When requested, the parties will provide assistance in the form of equipment, vehicles, and manpower. Equipment and vehicles should be operated by qualified employees of the City providing the equipment, whenever possible. However, this should not restrict any City from operating equipment or vehicles when qualified operators of the providing City are not available for that purpose.
7. During the state of emergency affecting the general welfare of the residents of the Lafayette Cities, which is declared by the appropriate federal, state, or county authority, the parties hereby respectively agree that all statutory and all municipal procurement procedures are waived and do further authorize the proper City agencies to procure the services, supplies, equipment, and materials as required without regard to provisions of such statutory ordinance procurement procedures and to bind where appropriate the party benefiting from such resources and services and to the extent necessary to requisition, commandeer, or seize vital and necessary property to have damages determined as provided by the state statutes in cases of the exercise of the power of eminent domain.
8. Charges for services, equipment, and goods to the requesting City will be made by invoice within 90 days of end of mutual aid assistance period. Charges of all direct labor, material, and equipment aid provided pursuant to this agreement will be made as follows:
  - 1.) Charges for emergency labor will be made for overtime only. Charges shall be in accordance with the aiding City's hourly rate and fringe benefits for each position for permanent or reassigned employees.

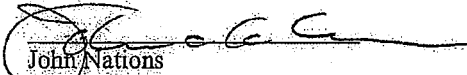
- 2.) Charges for materials provided by the aiding City to the requesting City will be made according to actual cost.
- 3.) Charges for equipment shall be at the rates of the aiding City and the Federal Emergency Management Agency equipment rates, whichever is less. Equipment rates apply only to the time equipment is actually working, not standby or idle time. If equipment is broken or damaged while in service of aid, charges for putting the equipment back in service will be charged to the agency using the equipment.
9. The activities of the parties pursuant to this contract and such mutual aid operating plans as may hereinafter be adopted are in exercise of the governmental authority of each party for the general welfare of its citizens. Accordingly, no party hereto, or to respective officials, representatives, agents, or employees shall be liable for injury to persons or damage to property which is sustained by reason of action taken in accordance with this contract or any other mutual aid operations plans. Each party covenants that if not otherwise now provided they, and each of them, will enact such ordinance(s) as may be required to implement and make lawful the intent of this paragraph within their respective jurisdictions.
10. This contract and such mutual aid operating plans as may hereafter be adopted shall not be construed as to conflict with, supersede or otherwise limit any similar or applicable law, rule, or regulation of the government of the United States, State of Missouri, or the County of St. Louis.
11. This contract shall be in effect as to each party on the date it is executed by the said party and shall be operative and binding for a period of three (3) years and shall thereafter automatically be renewed for successive periods of three (3) years unless any party desiring to terminate its own participation hereunder provides notice of termination to the other parties not less than thirty (30) days prior to the end of any such three (3) year period. Termination of said agreement shall be by resolution, ordinance, or other appropriate action.
12. In the event any portion of this contract shall for any reason be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provision hereof.
13. This contract may be executed in counterparts by the parties hereto and each such counterpart shall be deemed an original and all which together as there may be at any one time and shall constitute once and the same instrument.

IN WITNESS WHEREOF, this contract has been executed by the duly authorized representative of each party and is operative and in effect as to each party as of the date and year first herein provided.

ADOPTED THIS 15th DAY OF March, 2002.



Robert Jones  
Mayor  
City of Ballwin



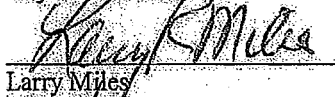
John Nations  
Mayor  
City of Chesterfield



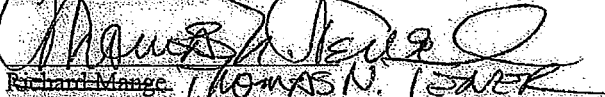
Scott Douglass  
Mayor  
City of Clarkson Valley



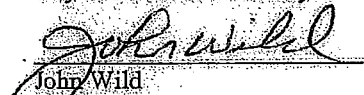
Jeff Knoury  
Mayor  
City of Ellisville



Larry Miles  
Mayor  
City of Manchester



~~Richard Minge~~ THOMAS N. TENNER  
Mayor  
City of Town and Country



John Wild  
Mayor  
City of Wildwood



Fred Brenner  
Mayor  
City of Winchester

Bill  
Bansing  
Weitzville

A RESOLUTION ADOPTING A MUTUAL AID AGREEMENT

WHEREAS, the flood of 1993 caused great loss to the people in the St. Louis area and the residents and business people of the City of Chesterfield in particular; and,

WHEREAS, the City of Chesterfield and neighboring West County municipalities wish to establish a policy for mutual cooperation in the event of natural disasters; and,

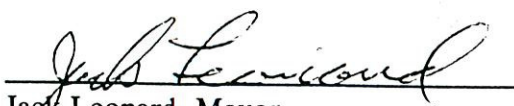
WHEREAS, City Council has determined that the policy should let present and future residents know the intended cooperation between area cities; and,


WHEREAS, a copy of this proposed resolution was made available to the public prior to its consideration by the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

- A. The City Administrator is hereby authorized to execute a Mutual Aid agreement with the Cities of Ballwin, Ellisville, Manchester and other neighboring cities that choose to participate, the terms and conditions of which are as generally described in Attachment A.
- B. The City Administrator, or his designee, shall cooperate in applying for grants of money and services or other assistance offered or made available to the participants of this cooperative venture, by any person, government or agency, which may be used in mutual efforts to prevent loss or assist in recovery from natural disasters.
- C. The City Administrator is empowered to act immediately to implement the purposes of this Mutual Aid agreement without further direction or authority by City Council.
- D. This policy shall continue in existence until revoked by the participants and may be extended to other cities, as noted above, which adopt similar reciprocal agreements.

APPROVED THIS 15<sup>TH</sup> DAY OF MAY, 1995.

  
\_\_\_\_\_  
Jack Leonard, Mayor

ATTEST:  
  
\_\_\_\_\_  
Martha L. DeMay, City Clerk

## ATTACHMENT "A"

### MUTUAL AID AGREEMENT

Any request for Mutual Aid Assistance is to be made by the Mayor or City Administrator of the agency requesting assistance. Requests are to be directed to the Mayor or City Administrator of all other agencies. An emergency declaration is necessary to qualify for Mutual Aid assistance. However, it is the intent of this agreement that assistance be provided for emergency response and not to facilitate ongoing recovery efforts. Agencies will respond when there is an imminent danger to life or property, and/or a need to clear or secure public facilities in order to provide and maintain life support systems.

When providing assistance, employees of the assisting agency will take direction from Supervisory personnel of the agency requesting assistance. All aspects of the operation are to be under the control and supervision of the agency requesting assistance.

Agencies will provide assistance, as requested, subject to the availability of manpower and equipment.

When requested, Agencies will provide assistance in the form of equipment, vehicles, and manpower. Whenever possible, equipment and vehicles should be operated by qualified employees of the agency providing the equipment. However, this should not restrict any agency from operating equipment or vehicles when qualified operators of the providing agency are not available for that purpose.

Costs related to providing assistance, including operation and repair costs, are to be borne by each agency providing the assistance, without expectation of compensation. However, it is expected and understood that the agency receiving assistance will file appropriate requests for reimbursement and/or funding assistance through available agencies to the extent that funds are available. All insurance, wages, workmen's compensation, and other charges related to providing vehicles, equipment, and manpower are to be borne by each agency providing assistance.




# Memorandum

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**To:** Bob Kuntz, City Administrator - Ballwin  
Steve Arbo, City Manager - Ellisville  
Mike Leavitt, City Administrator - Manchester

**CC:** Michael O. Geisel, Director of Public Works/City Engineer

**From:** Michael G. Herring, City Administrator - Chesterfield 

**Date:** June 8, 1995

**Subject:** Public Works Mutual Aid Agreement

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Enclosed please find one (1) copy of the Public Works Mutual Aid Agreement, with original signatures, for your records. Since Mr. Leavitt was not authorized to sign this agreement until this past Monday, June 5, I have taken the liberty of dating the agreement June 6.

If you have any questions, please do not hesitate to contact me. Otherwise, thanks, again, for your patience and support throughout this process!

PUBLIC WORKS MUTUAL AID AGREEMENT

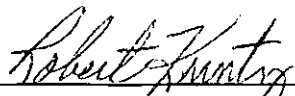
WHEREAS, the cities of Ballwin, Chesterfield, Ellisville, and Manchester have deemed it to be in their best interests to enter into a public works mutual aid agreement to provide for mutual cooperation in the event of natural disasters; and,

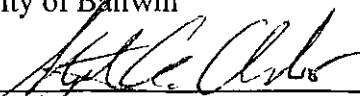
WHEREAS, Missouri law provides for the execution of such mutual aid agreements among cities, as authorized by the respective City's elected body.

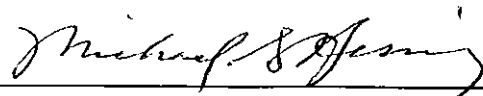
NOW, THEREFORE, THE CITIES OF BALLWIN, CHESTERFIELD, ELLISVILLE, AND MANCHESTER DO OFFICIALLY AGREE AS FOLLOWS:


- A. Any request for Mutual Aid Assistance is to be made by the Mayor or City Administrator of the agency requesting assistance. Requests are to be directed to the Mayor or City Administrator of all other agencies. An emergency declaration is necessary to qualify for Mutual Aid assistance. However, it is the intent of this agreement that assistance be provided for emergency response and not to facilitate ongoing recovery efforts. Agencies will respond when there is an imminent danger to life or property, and/or a need to clear or secure public facilities in order to provide and maintain life support systems.
- B. When providing assistance, employees of the assisting agency will take direction from Supervisory personnel of the agency requesting assistance. All aspects of the operation are to be under the control and supervision of the agency requesting assistance.
- C. Agencies will provide assistance, as requested, subject to the availability of manpower and equipment.
- D. When requested, Agencies will provide assistance in the form of equipment, vehicles, and manpower. Whenever possible, equipment and vehicles should be operated by qualified employees of the agency providing the equipment. However, this should not restrict any agency from operating equipment or vehicles when qualified operators of the providing agency are not available for that purpose.
- E. Costs related to providing assistance, including operation and repair costs, are to be borne by each agency providing the assistance, without expectation of compensation. However, it is expected and understood that the agency receiving assistance will file appropriate requests for reimbursement and/or funding assistance through available agencies to the extent that funds are available. All insurance, wages, workmen's compensation, and other charges related to providing vehicles, equipment, and manpower are to be borne by each agency providing assistance.

ADOPTED THIS 6<sup>th</sup> DAY OF JUNE, 1995.

  
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Robert A. Kuntz, City Administrator  
City of Ballwin

  
\_\_\_\_\_  
Stephen A. Arbo, City Manager  
City of Ellisville

  
\_\_\_\_\_  
Michael G. Herring, City Administrator  
City of Chesterfield

  
\_\_\_\_\_  
Michael B. Leavitt, City Administrator  
City of Manchester