

RESOLUTION # 20-57

**MUTUAL AID AGREEMENT**

THIS MUTUAL AID AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter "Agreement") by and between the Ford County Emergency Management Agency ("FCEMA") and \_\_\_\_\_, ("Partner").

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to an emergency or disaster that exceeds the resources available in the requesting party's territorial jurisdiction.
2. **TERMS OF AGREEMENT.** This Agreement is effective upon the day and date of the last signature affixed hereto. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail sent to the address listed herein.
3. **EXECUTION OF THE AGREEMENT.** This Agreement shall be authorized and approved by the governing body of each party to the agreement. Therefore, this Agreement document shall be executed four times such that FCEMA will have two (2) executed copies with original seals and signatures and Partner will have two (2) executed copies with original seals and signatures.
4. **DEFINITIONS.**

"Assistance" includes a party's local emergency response agency personnel, equipment, facilities, services, supplies, aid, and other resources which are requested by Recipient from Provider.

"Authorized Representative" means the parties' employee(s) who are authorized to request, to offer, or to otherwise provide assistance under the terms of this Agreement. A list of authorized representatives identified by name and position or office, shall be attached to the executed copy of this Agreement. Unless otherwise notified, in the event of personnel changes the parties agree that a successor to a position or office is a duly authorized representative.

"Disaster" means any emergency which has been officially declared a 'disaster' by gubernatorial or presidential executive order.

"Emergency" means any incident or situation—that has occurred, is occurring or will occur in the immediate future—that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or manmade emergency situation, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.

“Employee” means a person providing emergency response services who is under the exclusive direction or control of a party or local emergency response agency, whether the person is compensated for those services (e.g. wages) or is employed in a volunteer capacity.

“Incident Command System” (ICS) means a standardized on-scene emergency management chain of command process during an incident which applies to all response personnel from multiple disciplines, response agencies and/or jurisdictions. ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources of multiple jurisdictions and functional agencies, both public and private, under a common organizational structure and mobilize such resources to best respond to the emergency incident.

“Local emergency declaration” means the written document, signed by a local entity’s chief executive officer, as approved by the local entity’s governing body, which specifies and attests to the occurrence or imminent threat of an emergency that is beyond the capability of all resources available to the local entity within its geographical boundaries.

“Local emergency management agency” means the organizational unit of a municipality, county or fire district with primary jurisdiction, responsibility, and authority for coordinating all homeland security and emergency management activities within the local entity’s specified geographical boundaries.

“Local emergency response agency” means a governmental agency or privately organized entity that provides emergency response services, including the following: Fire, Law Enforcement, Emergency Medical, Transportation, Communications, Incident Command, Public Works and Engineering, Building Inspection, Planning, Staging and Information Assistance, Mass Care, Citizen Corps, Public Health, Medical Service Providers, Search and Rescue, Evacuee Shelters.

“Local entity” means a municipality, county or fire district.

“Provider” means the party that furnishes, or is requested to furnish, assistance under the terms of this Agreement.

“Recipient” means the party that requests or receives assistance under the terms of this Agreement.

## **5. PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID.**

- a. Requests for Assistance.** When either party becomes affected by, or is under imminent threat of, an emergency or disaster and has officially declared an emergency, it may request emergency-related mutual aid assistance through an authorized representative by submitting a written request, or an oral request followed as soon as practicable by written confirmation, to the other party. Recipient shall not request assistance unless resources available within the stricken area are deemed inadequate. Requests for assistance must be transmitted by an authorized representative of Recipient.

**b. Required Information.** Each request for assistance shall provide the following information to the extent known by Recipient:

Local Emergency Declaration(s): Identification of all local entities that have formally declared an emergency.

Stricken Area and Status: A general description summarizing the condition of the community (e.g. whether disaster or emergency is imminent, in progress or has already occurred) and of the damage sustained to date.

Incident Command: Identification of the Incident Commander(s) and the person(s) to which Provider's supervisory personnel will report upon arrival at the designated staging location.

Request for Assistance: Identification of amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed by Recipient, including:

Services and Infrastructure: Identification of available public services and infrastructure systems in Recipient's geographical limits, if any, as well as identification of those public services and infrastructure systems made unavailable by the emergency and which Recipient is requesting assistance reestablishing.

Facilities: Identification of the type(s) of sites, structures or buildings outside of Recipient's geographical limits being requested to serve as relief centers, shelters, or staging areas for incoming emergency personnel, goods and services.

Length of Deployment: Unless a shorter or longer duration is identified in the initial request for assistance, the normal initial duration of Provider's assistance shall be seven days and may be extended, if necessary, in seven day increments.

Food, Housing, Self Sufficiency and Travel: Unless Recipient's request for assistance specifies self-sufficient personnel and resources only, Recipient shall be responsible for providing food and housing for Provider's personnel from the time of their arrival at a designated location to the time of their departure. However, Provider's personnel will be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. Recipient shall be responsible for transportation costs for Provider's personnel traveling to and