

Regional Public Works Mutual Aid Agreement Metropolitan Kansas City

Background

The Kansas City metropolitan area covers 3,800 square miles across eight counties and 116 cities in the states of Missouri and Kansas. The 1.8 million residents of the metro area travel across jurisdictional boundaries daily for work, school, health care, recreation and other reasons. The region's emergency response agencies have a long history of cooperation, recognizing that large scale or significant emergency events often require the resources of more than one community, and that joint efforts often result in dollars saved and greater capacity to solve problems.

Local public works officials across the metropolitan area have developed similar strong working relationships in addressing common problems. These relationships have been relied upon during times of emergency, and public works and related departments have responded to one another's calls for support during and following floods, tornadoes, ice storms and other disaster events. In most instances, the response provided has been offered without the benefit of written mutual aid agreements in place. As a result, the federal government (FEMA) has been unwilling or unable to reimburse the assisting public works department for their costs.

In some cases, public works and related departments have been willing to provide support to their neighbors, but the lack of written mutual aid agreements has raised liability and workmen's compensation issues that prevented the departments from responding to the calls. The state departments of transportation have considerable resources in or able to be transported to the Kansas City area, if emergency conditions existed. In some instances, a lack of prior written agreements between the state agencies and local governments has slowed or prevented the state agencies from providing needed assistance.

On September 22, 2004, FEMA issued "Mutual Aid Agreements for Public Assistance and Fire Management Assistance", Recovery Division Policy Number 9523.6. This policy changed the federal reimbursement policy to allow local agencies to be reimbursed for expenses in the absence of a pre-event mutual aid agreement or if a written agreement is silent on reimbursement. The revised policy allows for reimbursement in those circumstances after the first eight hours of support. The eight hours may be counted as a portion of the local matching share.

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Advantages to Having Agreements

There are important reasons for local and state public works and related departments and publicly owned utilities to maintain mutual aid agreements. These advantages include

- Improve the quality of emergency planning and response through coordinated protocols for notification, response, assistance and documentation of support.
- Allow for optimal use of the region's resources, reducing the need to duplicate expensive specialized assets
- Increase the likelihood that resources will be available and able to be deployed in response to need
- Local personnel will better understand their roles if called to be of support to another organization

A regional agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time. One regional agreement assists local and state officials in better understanding the nature of the arrangement, rather than having to keep track of multiple different local agreements.

Needs Addressed through the Regional Agreement

The following regional public works mutual aid agreement is designed to

- provide a means for city and county public works and related local and state government departments and publicly owned utilities to come to the aid of their neighbors during and following a disaster or large-scale emergency;
- provide the assurance that liability and workmen's compensation issues have been addressed, and
- provide the means for the responding agency to be compensated by the federal government if such funds are available for disaster support or to ensure that reimbursement for eligible expenses is possible.

**Agreement
Component**

Provision

Preamble

WHEREAS, the Kansas City metropolitan area is served by over 50 local public works departments, publicly owned utilities and transportation departments in two states with a variety of resources and capabilities; and

WHEREAS, during times of large-scale emergency incidents or disasters, any single department may not have the personnel or equipment necessary to meet its community's total needs; and

WHEREAS, local communities in the Kansas City metropolitan area have a long history of working together to meet needs and address challenges; and

WHEREAS, local and state public works officials serving the Kansas City metropolitan area desire to support one another during and immediately following large-scale emergencies or disaster events; and

WHEREAS the purpose of this pre-disaster agreement between local and state public works and related departments and publicly owned utilities is to provide for immediate assistance to protect life and property and to support recovery during large-scale emergency and disaster events; and

WHEREAS, local and state public works officials in the Kansas City metropolitan area recognize the advantages of participating in one regional mutual aid agreement to maximize opportunities to support one another during and immediately following large-scale emergencies or disaster events; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual aid with the intent to supplement and not supplant existing local or state personnel and resources.

NOW, THEREFORE, it is hereby agreed by each and all of the parties signatory to the Agreement as follows:

**Article I:
Purpose and
Scope**

1. Each signatory to this Agreement is hereby authorized to furnish to each other those resources and services it deems to be available to assist in the response to and recovery from large-scale emergencies or disasters. This Agreement does not obligate any party to take an affirmative action.
2. In the event of a large-scale emergency event or disaster when the need for public works support exceeds the capabilities of the affected city, county or state, one or more Responding Jurisdictions may provide assistance. The offer of assistance by the Responding Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Responding Jurisdiction's community. Any decision regarding whether a Responding Jurisdiction can spare manpower and/or equipment shall lie solely with the Responding Jurisdiction.

Article II: Definitions

1. **Requesting Jurisdiction** is the city, county or state public works department or publicly owned utility asking for any assistance from any signatory city, county or state public works department or publicly owned utility.
2. **Responding Jurisdiction** is the city, county or state public works department or publicly owned utility agreeing to assist another signatory city, county or state department or publicly owned utility asking for assistance.
3. **Large-scale emergency** includes both naturally occurring and man-made incidents that create a situation where lives are at risk or property is at risk of damage or destruction, and where the resources of a single public works department or publicly owned utility are insufficient to adequately respond in a timely manner to protect lives or property.
4. **Disaster event** is that large-scale emergency situation that is severe enough in injury or death to individuals or damage to property that it warrants requests to the state and federal government for disaster assistance, after an official declaration of a local emergency by the chief elected official or chief executive officer of the jurisdiction.
5. **Public works department** for purposes of this agreement includes all public entities engaged in public works activities such as water and sewer, parks, refuse collection, transportation, building inspector, codes enforcement, etc. in or serving the Kansas City metropolitan area, or those public agencies serving jurisdictions contiguous to counties included in the Kansas City metropolitan area.
6. **Federal Emergency Management Agency (FEMA)** is the federal agency responsible for coordinating federal assistance to communities impacted by emergency situations or disaster events.
7. **Kansas City metropolitan area** includes Cass, Clay, Jackson, Platte and Ray counties in Missouri; and Johnson, Leavenworth and Wyandotte counties in Kansas. Local agencies in contiguous counties may request or offer assistance as outlined in this mutual aid agreement.
8. **Administrator for each Participating jurisdiction** is the chief executive officer of the city, county, state agency or publicly owned utility organization.

**Article III:
Compensation**

1. The Requesting Jurisdiction shall request public works aid, as related to the direct support of search and rescue, debris clearance, prevention of further harm to property, the protection of the environment, the provision of essential services or the initial damage assessment from a disaster event. If reimbursement is expected by the Responding Jurisdiction, the Responding Jurisdiction shall indicate the compensation requirements prior to sending support. Any required compensation will be at FEMA established rates for personnel and equipment, or at local rates, if lower.
2. If compensation is required by the Responding Jurisdiction, the Responding Jurisdiction shall submit an itemized voucher of costs to the Requesting Jurisdiction within ninety (90) days after completion of work.
3. The purpose of these recitals is to insure that the Responding Jurisdiction is reimbursed for all costs as agreed upon by both the Requesting and Responding agencies, if required by the Responding Jurisdiction agency, and that Responding Jurisdiction agency assumes no additional liabilities as a result of this Agreement.

**Article IV:
Duration of
Agreement,
Rights of
Agencies to
Withdraw
Support,
Termination of
Participation
in Regional
Agreement,
and
Limitations of
the
Agreement**

1. This Agreement shall remain in force unless terminated in accordance with Article IV, Paragraph 4.
2. The Responding Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's designated official or the official's designee, as soon as practicable.
3. It is hereby understood that this Agreement shall not deny the right of any city, county or state agency or publicly owned utility hereto to negotiate other agreements for contract services.
4. Any party to this Agreement may cancel its participation in this agreement by giving sixty (60) days written notice to the other participating local governments.
5. Any amendments to this Agreement shall be in writing and signed by all parties hereto.

6. The Mid-America Regional Council agrees to serve as the Administrator for this Regional Mutual Aid Agreement, to monitor Participants and the use of the Agreement over time.

**Article V:
Liability
Protection
and Immunity**

1. All activities performed under this Agreement are deemed to be governmental functions.
2. The Requesting Jurisdiction agrees to maintain, at least, the minimum general and automobile liability insurance required by state law and to indemnify and hold harmless the Responding Jurisdiction for all claims, losses or damage (except claims covered by the Responding Jurisdiction's workers compensation coverage) occurring while its personnel and equipment are working under the direction of the Director of the Department or Agency of the Requesting Jurisdiction, subject to any immunities and/or limitations of liability contained in applicable state law. This indemnification shall not apply when the gross negligence or intentional misconduct of the Responding Jurisdiction or its employees is the sole cause of the claim, loss or damage. The Responding Jurisdiction shall maintain liability coverage for its vehicles and equipment as required by state law.
3. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

**Article VI :
Workmen's
Compensation
Coverage**

1. The Responding Jurisdiction will maintain workers compensation coverage for its employees. Personnel of a Responding Jurisdiction who sustain injury or death in the course of, or arising out of, their employment are entitled to all applicable benefits normally available to personnel while performing their duties for their employer.
2. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.

**Article VII:
Protocols and
Procedures
for Activating
Agreement**

1. All local and state public works departments and publicly owned utilities participating in this Agreement will follow incident command protocols outlined in the National Incident Management System. As appropriate, each department commits that its lead personnel will have participated in incident management training.
2. The Public Works or other Department or Agency Director of the Participating Jurisdiction will make emergency contact information available to all signatory communities to this Agreement to support requests for Mutual Aid, and will update, as necessary, the information on a quarterly basis.
3. The Requesting Agency and the Responding Agency both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.

**Article VIII :
Authorities
and
References**

1. This Agreement is authorized under the State of Missouri's revised statutes of Missouri (RSMO) 70.837; and under the State of Kansas' statutes at K.S.A. 12-16,117 and Article IV Section 29 and 226.130 RSMO for Missouri state agencies.
2. The parties represent that the individual executing this Agreement on behalf of the entity has the authority to bind the entity and agree to the terms contained herein.
3. This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

By the signature below, the local jurisdiction agrees to become a signatory to this Agreement.

Jurisdiction: CITY OF OVERLAND PARK

By: _____
Carl Gerlach, Mayor

Date: _____

Attest:

Marian Cook, City Clerk

APPROVED AS TO FORM:

Attorney for the City