INTERGOVERNMENTAL MUTUAL AID AGREEMENT for

LOCAL PUBLIC HEALTH AGENCIES OF THE STATE OF MISSOURI

This Intergovernmental Mutual Aid Agreement ("Agreement" or "Mutual Aid Agreement") is entered into by and between Missouri local public health agencies. Parties set forth on the execution pages hereto, including all counterparts, as of the date this Agreement is executed by an authorized signatory of each such party.

WHEREAS, recent events have prompted the desire to strengthen the preparedness of the public health system in the State of Missouri; and,

WHEREAS, the strength of the public health system in the State of Missouri resides primarily in the capacities and responsiveness of the cooperative efforts of the Missouri Department of Health and Senior Services and local public health agencies established by units of local government or board of health, or board of trustees; and,

WHEREAS, local public health agencies throughout Missouri receive assistance from the Missouri Department of Health and Senior Services but, in an emergency, local public health agencies may require the availability of assistance from other local public health agencies as well; and,

WHEREAS, local public health agencies wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health agencies or that they request aid and assistance from other local public health agencies; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a statewide mutual aid and assistance agreement between and among the local public health agencies of this state, consistent with the plans and programs of the Missouri Department of Health and Senior Services; and,

WHEREAS, the parties hereto have determined that it is in their best interest to enter into this Mutual Aid Agreement to promote the availability of benefits of mutual aid and assistance in providing local public health resources to the residents of the State of Missouri, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and,

WHEREAS, the parties hereto have determined that it is in their best interest to form and participate in the agreement and to adopt procedures for communications, exercises, training and other necessary functions consistent with the plans and programs of the Missouri Department of Health and Senior Services, in order to further the objective of providing mutual aid and assistance to one another in an emergency;

NOW, THEREFORE, in consideration of the foregoing recitals, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE
Purpose

It is recognized and acknowledged that in certain potential situations, the provision of assistance consisting of personnel, equipment, supplies and/or services by a local public health agency outside its territorial limits in order to assist another local public health agency is desirable and necessary to preserve and protect the health, safety and welfare of the residents of the State of Missouri. These potential situations include, but are not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population. The promotion and coordination of such assistance through the **Statewide Mutual Aid Agreement** is desirable for the effective and efficient provision of mutual aid and assistance.

SECTION TWO
Definitions

For the purpose of this Mutual Aid Agreement, the following terms shall be defined as follows:

A. “Entity:” A unit of local government, including but not limited to a county, municipality, township, or public health district, having a local public health agency, which participates in and has been appropriately authorized by its governing body to enter into this Agreement.

B. “Stricken Entity:” An Entity which requests aid and assistance pursuant to this Agreement.

C. “Aiding Entity:” An Entity which furnishes equipment, personnel, supplies and/or services upon the request of a Stricken Entity pursuant to this Agreement in the event of an emergency.

D. "Emergency:” An occurrence or condition in an Entity's territorial jurisdiction which results or potentially results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Entity and such that the Entity determines the necessity and advisability of requesting aid and assistance, including but not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents, or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population.

E. "Local Public Health Officer:" The Public Health Administrator / Department Director/Executive Director/Director or designee, who, subject to the authority of the unit of local government or the board of health, shall be in charge of the local public health agencies operated by an Entity.

F. "Public Health Advisory Committee:" A committee comprised of local, regional and state public health preparedness and response partners that meets quarterly to discuss public health preparedness and response activities within the state of Missouri.

G. "Regional Mutual Aid Coordinator:" selected by a regional group of LPHAs to coordinate mutual aid activities in a region.

SECTION THREE
Authority and Action to Effect Aid and Assistance

Authority of Local Public Health Officers. Each party, consisting of the governing body of an Entity hereby authorizes and directs the Local Public Health Officer to determine when it is appropriate to render and/or request aid and assistance from the other Entities in the event of an Emergency as provided in this Agreement and to take necessary action in furtherance of said determination. The aid and assistance rendered may consist of available personnel, equipment, supplies and/or services; to the extent such aid is not required for adequate protection of the geographic area which is within the jurisdictional boundaries of the Aiding Entity. The judgment of the Local Public Health Officer of the Aiding Entity shall be final as to the personnel, equipment, supplies and/or services to be provided pursuant to this Agreement.

Requests for Aid and Assistance. Whenever an emergency is or potentially may become of such magnitude and consequence that the Local Public Health Officer/Administrator/Director (or designee) of the Stricken Entity determines that it is advisable to request aid and assistance pursuant to this Mutual Aid Agreement, he/she shall notify the Aiding Entity(ies) or the Regional Mutual Aid Coordinator (if the region has designated a regional mutual aid coordinator) of the nature and location of the emergency and the type and amount of personnel, equipment, supplies and/or services requested from the Aiding Entity(ies). The Missouri Department of Health and Senior Services **Statewide LPHA Mutual Aid Coordinator** simultaneously shall be notified of the existence of the emergency and the aid being requested. If desired, the Local Public Health Officer/Administrator/Director (or designee) of the Stricken Entity may contact the Missouri Department of Health and Senior Services **Statewide LPHA Mutual Aid Coordinator** initially and request mutual aid from LPHAs.

The Local Public Health Officer of the Aiding Entity(ies) shall take the following action immediately upon receiving request for aid and assistance under this Agreement:

1. Review the personnel, equipment, supplies, and/or services requested by the Stricken Entity;

2. Determine if the requested personnel, equipment, supplies, and/or services can be committed by the Aiding Entity in response to the request from the Stricken Entity;

3. Dispatch the requested personnel, equipment, supplies, and/or services, to the extent available, to the location of the emergency reported by the Stricken Entity;

4. Notify the Stricken Entity immediately if any or all of the requested personnel, equipment, supplies, and/or services cannot be provided as previously committed.

5. Notify stricken entity of resources to be dispatched, time of dispatch and expected time of arrival.

SECTION FOUR
Personnel and Equipment

Aiding Entity Personnel dispatched to aid and assist a Stricken Entity pursuant to this Agreement shall remain employees of the Aiding Entity. Aiding Entity Personnel rendering aid and assistance shall report for direction and assignment at the scene of the emergency to the Local Public Health Officer of the Stricken Entity or his/her designee. The Aiding Entity rendering aid and assistance shall at all times have the right to withdraw any and all aid and assistance upon the order of its Local Public Health Officer or his/her designee; provided, however, that the Aiding Entity withdrawing such aid and assistance shall immediately notify the Department of Health and Senior Services Statewide LPHA Mutual Aid Coordinator and the Local Public Health Officer of the Stricken Entity or his/her designee of the withdrawal of such aid and assistance and the extent of such withdrawal.

Each Aiding Entity shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Mutual Aid Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Aiding Entity shall be responsible for the payment of workers' compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable injuries or illnesses arising out of the activities provided for under this Agreement.

SECTION FIVE
Compensation for Aid and Assistance

Any resources, including but not limited to, personnel, equipment, supplies, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Entity requesting aid and assistance; however, any expenses recoverable from third parties (including FEMA reimbursement) shall be reimbursed to the Entities supplying the aid and assistance.

Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute or other compensation mechanism.

Any reimbursement, local, state, or federal, is based on the supporting documentation reflecting services provided. Both the Stricken Entity and the Aiding Entity will need to keep and provide accurate and complete records of expenses, including the replacement cost of lost, damaged, or destroyed assets. The documentation must be able to stand the test of audit. Failure to properly document costs may result in part of or all of the claim being ineligible for reimbursement. It is **critical** to document the request for mutual aid in addition to documenting costs.

SECTION SIX
Insurance

Each Aiding Entity shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Mutual Aid Agreement. Each Aiding Entity shall bear the cost of its own defense. This Mutual Aid Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Entity with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

Each party to this agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its employees and agents. Nothing in this agreement shall limit either party hereto from entering into other mutual aid agreements with other jurisdictions.

SECTION SEVEN
Waiver of Claims

Each Aiding Entity agrees and hereby releases and waives all claims against all other Entities participating in this Mutual Aid Agreement with respect to any loss, damage, personal injury, or death sustained by that Entity, its employees, or third parties as a result of its participation in the activities covered by this Mutual Aid Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by an Entity participating in this Mutual Aid Agreement.

SECTION EIGHT
Non-Liability for Failure to Render Aid

The rendering of aid and assistance under the terms of this Mutual Aid Agreement shall be voluntary. While each Aiding Entity agrees to use its best efforts to immediately notify the Stricken Entity and the Missouri Department of Health and Senior Services Statewide LPHA Mutual Aid Coordinator of the Aiding Entity's inability to render aid and assistance; no party shall be liable for failure to immediately notify the Stricken Entity of such inability to respond.

Notwithstanding any other provision of this agreement, no liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by an Entity or its duly authorized agents and personnel, for a decision not to render aid and assistance, nor shall there be any liability of an Entity for withdrawal of aid and assistance once provided pursuant to the terms of this Mutual Aid Agreement.

SECTION NINE
Response Levels

The response level will be based on the request and needs of the incident.

Scramble Response - This deployment of resources shall be within one (1) hour of notice from; LPHA, Regional/Area Mutual Aid Coordinator, or State Mutual Aid Coordinator. Anticipated deployment duration will range from one (1) hour to a maximum of 48 hours.

Standard Response - This deployment of resources shall be within three (3) hours of notice from; LPHA, Regional/Area Mutual Aid Coordinator, or State Mutual Aid Coordinator. Anticipated deployment duration will range from 48 hours to a maximum of 96 hours.

Maximum Response-The maximum time for deployment shall be for 16 days. This includes one travel day in each direction.

SECTION TEN
Term and Termination

This Mutual Aid Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Entity participating herein may terminate its participation in this Agreement. Termination shall conclude the Entity's participation in the agreement, at any time, provided that the Entity wishing to terminate its participation shall give written notice specifying the date of termination, such notice to be given at least thirty calendar days prior to the specified date of termination of participation. In the event any Entity terminates its participation in this Agreement, this Agreement shall remain in full force and effect as between all other Entities who are signatories hereto.

SECTION ELEVEN
Effectiveness

This Mutual Aid Agreement shall be in full force and effective to each Entity upon execution on behalf of such Entity in the manner provided by law.

SECTION TWELVE
Binding Effect

This Mutual Aid Agreement is not assignable or transferable.

SECTION THIRTEEN
Validity

The invalidity of any provision of this Mutual Aid Agreement shall not render invalid any other provision. If, for any reason, any provision of this Mutual Aid Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provisions of this Mutual Aid Agreement shall survive and shall remain in force and effect. In accordance with Missouri Revised Statutes Chapter 44---Civil Defense Section 44.090 Mutual Aid agreements; a political subdivision within the state may elect not to participate in the statewide mutual aid system upon enacting an appropriate resolution by its governing body declaring that it elects not to participate in the statewide mutual aid system and by providing a copy of the resolution to the director of the department of public safety or his or her designee.

SECTION FOURTEEN
Governing Law

The Authority for Missouri Mutual Aid System for Resources is in the statutes of the State of Missouri, specifically, ***Missouri Revised Statutes*** **Chapter 44 - Civil Defense Section *44.090***. The Statutes are enabling, so that a governmental entity is part of the system unless by resolution, the entity opts out.

SECTION FIFTEEN
Execution in Counterparts

This Mutual Aid Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. All original executed Mutual Aid Agreements will be kept on file with the Department of Health and Senior Services LPHA Mutual Aid Coordinator.

SECTION SIXTEEN
Public Health Advisory Committee

The Public Health Advisory Committee will create a Mutual Aid subcommittee for the purpose of gathering and analyzing data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests, and performing all duties set out in this Mutual Aid Agreement. To facilitate the implementation of the **agreement,** the advisory **committee** may adopt bylaws, policies and procedures regarding any matters deemed necessary by the Entities. The subcommittee will review and as needed, update the mutual aid agreement yearly.

SECTION SEVENTEEN
State Local Public Health Mutual Aid Coordinator

Missouri Department of Health and Senior Services shall designate a Mutual Aid Coordinator to support the planning, coordination, and activation of the statewide Mutual Aid agreement. The Mutual Aid Coordinator will:

- Chair the Public Health Advisory Committee LPHA Mutual Aid subcommittee.
- Coordinate with other mutual aid coordinators, including Fire, SEMA Area Coordinators, EMS, Law Enforcement, and Hospitals.
- Work with LPHAs to ensure the agreement is signed or provide LPHAs with the language to "opt out" of the mutual aid agreement.
- Conduct annual meetings of LPHA Mutual Aid subcommittee.
- Work with LPHA Mutual Aid subcommittee to update and review mutual aid agreement annually.
- Monitor agreement for any changes needed in terms of legislation, activation, and implementation.
- Critique agreement activations with subcommittee and makes appropriate recommendations for changes in the agreement.
- Maintain situational awareness statewide and disseminates situational information to agreement participants.
- Track LPHA mutual aid requests and actions during a response.

- Activate agreement at request of department leadership and when LPHAs are unable to find mutual aid resources on their own.

- Coordinate requests and response between LPHAs.

- Notify department leadership when LPHA mutual aid requests occur.

- Located at the LPHA Management desk in the ERC (formerly the DSR) during disaster response.

- Participate in exercises, after action, and plan critiques.

SECTION EIGHTEEN
Funding

The parties recognize the essential nature of this Mutual Aid Agreement. In order to implement and maintain this Agreement, each party agrees to make an effort to fund the Mutual Aid Agreement and any extensions thereto, subject to annual funding approved by the parties' governing bodies and subject to the parties' respective termination rights pursuant to any other agreements related to the Mutual Aid Agreement.

SECTION NINETEEN
Amendments

This Mutual Aid Agreement may only be amended by written consent of all the parties hereto.

SECTION TWENTY
Authorization

The undersigned representing the Entity below, affirms on behalf of the governing body of the Entity that he or she has the authority to sign on behalf of the Entity.

The Signatory below certifies that this Mutual Aid Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, and agrees to be bound by the Mutual Aid Agreement provided herein. A copy of the document is attached.

GOVERNING BODY NAME	LOCAL PUBLIC HEALTH AGENCY
County Commissioner, Mayor, Chairman of Board of Directors, or Chief Executive Officer (if applicable)	Local Public Health Officer/Administrator/ Director
Date	Date

WITNESS TO THE SIGNING OF THIS DOCUMENT

Name	Title
Signature	Date