



Attachment A

MASTER MUTUAL AID AGREEMENT

BY AND AMONG PARTICIPATING MEMBERS OF THE LOUISIANA MUNICIPAL ASSOCIATION

This master agreement is made and entered into effective on this ____ day of Month of _____ in the year of 20_____, by and among the Participating Members of the Louisiana Municipal Association who have duly executed this Agreement.

WHEREAS, the Members of the Louisiana Municipal Association recognize the necessity to cooperate and work together to make voluntary mutual aid assistance readily available to each other in the case of a locally declared emergency event whether declared or not by the State or Federal government; AND;

WHEREAS, the Members have determined that a pre-executed agreement will expedite the response and delivery of such resources and equipment where other existing mutual aid agreements or memorandums of understanding are not sufficient to meet urgent needs that comply with all local, state, and federal requirements for audit, liability, documentation, and tracking that makes such sharing eligible for potential reimbursement of costs; AND

WHEREAS, the Members further recognize the need to establish a standard means for rapid documentation, tracking, issue resolution, and questions regarding the sharing of assets and resources between and among their respective Members.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE MEMBERS WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:

SECTION 1 - Definitions: As used herein:

- a. "Requesting Member," shall mean the Member requesting assistance, and;
- b. "Providing Member," shall mean the Member providing, loaning, affording, or responding to a call for assistance.

SECTION 2 - Mutual Aid Assistance

The Participating Members of the Louisiana Municipal Association of Cities, Towns, and Villages, agree to voluntarily "Providing" mutual aid assistance to each other when conditions permit.

SECTION 3 - Authority to Respond to "Assisting" Assistance

- a. The authority to make requests for assistance or to provide aid under this Agreement shall reside with the Participating Member's "Mayor" (The term "Mayor" is inclusive of all municipal senior elected executive officials and titles to include a Mayor other duly authorized municipality signatory authority or designee recognized by the State of

Louisiana). For purposes of this Agreement, the "Requesting Member" shall mean the Mayor or his designee asking for assistance and the "Providing Member" shall mean The Mayor or his designee providing the assistance. Any Member shall have the right to request assistance from another Member subject to the terms and conditions of this Agreement.

- b. The "Requesting Member" will either call, email, text or in some other manner make known his immediate need for assistance to all other members participating in this Mutual Aid Agreement. If the "Requesting" and "Providing Member" agree to transfer and authorize use of the available resources, as meets the needs of the "Requesting" and as agreed to by the "Providing Member", then members are empowered to execute these pre-approved protocols and associated tracking forms to complete the transaction.

SECTION 4 - Requesting Assistance

A Participating Member may request assistance from any other "Providing Member" when the "Requesting Member" has concluded that such assistance is essential has executed a "Local Disaster Emergency Declaration" (Exhibit A)

SECTION 5 - Responses to Request

Upon request, the "Providing Member", subject to the Member's sole decision of the availability of equipment or labor resources, shall dispatch personnel and equipment to aid the "Requesting Member" in accordance with pick-up and/or drop-off decisions made between the Members and as described in the executed "LMA Resource Tracking Form."

SECTION 6 - Equipment and Operator Provided "Resource Tracking Form" (Exhibit B)

The "Requesting Member" shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel and equipment are needed.

The final decision on the amount and type of equipment to be sent shall be solely at the discretion of the "Providing Member" and as specified in the agreement between the "Requesting Member" and "Providing Members".

No Member shall make any claim whatsoever against another Member for refusal to make available or to send the requested personnel or equipment where such refusal is based on the judgment of the "Providing Member" that such personnel and equipment are either not available or are needed for "Providing Member's " service in their own City, Town or Village.

SECTION 7 - Command and Control at the Emergency Scene

All Members have established Incident Command System (ICS) Standard Operating Procedures (SOPs) or (MOUs) or other documents, and will implement them for all incidents involving mutual aid response. The "Providing Member's" personnel and equipment shall report to the incident commander or other appropriate and designated officer of the "Requesting Member". The person in charge of the "Providing Member's" resource shall meet with the incident commander or appropriate designee of the "Requesting Member" to officially execute the resource use/tracking documents.

Following execution of the resource transfer documents the “Requesting Member” shall retain control of the “Providing” Member’s human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander. The “Providing Member’s” personnel and equipment shall be released by the “Requesting Member” when the services of the “Providing Member” are no longer required, or when the “Providing Member’s” resources are needed in their Community. “Providing Member” personnel and equipment may withdraw from the scene upon giving reasonable notice to the incident commander or appropriate designee that they are needed in the Member’s community. It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

SECTION 8 - Reimbursement for Costs

For events where resource costs are reimbursed, Members shall not be required to reimburse other Members at rental rates which exceed established GOHSEP/FEMA reimbursement rates for such equipment. (See Attached Equipment list with the Resource Tracking form, exhibit B)

SECTION 9 - Liability

Each “Providing Member” hereby waives all claims against each “Requesting Member” for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

A Providing Member” assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

SECTION 10 - Insurance

Each Member shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers’ compensation (if applicable), unemployment insurance, automobile liability, and property damage. Members may self-insure when appropriate.

SECTION 11 - Conflict Resolution

From time to time, personnel from one Member or another may have some concerns or questions regarding this Agreement or the working relationship of the parties. Should any such issues arise, they should be dealt with by the Member’s chain of command to answers or resolution.

SECTION 12 - Term of Agreement

This Agreement shall be in full force and effect upon execution by all Members hereto. This Agreement shall remain in effect for a period of ten years unless cancelled by any Member by giving thirty days written notice to the Louisiana Municipal Association. The Agreement may be amended by agreement of all of the Members in accordance with LMA articles referring to this item.



Mutual Aid Agreement Execution

IN WITNESS THEREOF, the following Member has duly executed this Louisiana Municipal Association Mutual Aid Agreement:

(Each participating LMA municipality execute individually)

Member Municipality: _____

Title of Signer: _____

Printed Name of Signer: _____

Authorized Signature _____

May be Witnessed or Notarized:

Witness #1

Witness #2

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

If Notarized:

On this ___ day of _____ (Month), 20___, before me, the undersigned, a Notary Public, in and for _____ Parish and the State of Louisiana, personally appeared _____ (Fill in individual's name) known to me and who, being duly sworn, did state that they are the authorized agent of _____, (municipality) and that said instrument was signed on behalf of _____ (municipality) by the authority of their respective governing body.