

**APPENDIX D
MUTUAL AID AGREEMENT EXAMPLE**

INTERGOVERNMENTAL EMERGENCY MUTUAL AID AGREEMENT

STATE OF _____
CITY / COUNTY _____

WHEREAS, (State Name) law authorizes local governments to contract with each other to provide services, and

WHEREAS, (State Name) law and state policy also provides for certain reimbursements or financial aid to local government for certain natural disasters or emergency conditions declared by the Governor, and

WHEREAS, the (City or County Name) finds it to be in its best interest to have such mutual aid agreements with other local governmental bodies in the state and region,

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereto agree as follows:

1. The (City or County Name) hereby agrees to provide through its Director of Public Works such mutual aid as may be requested by a governmental unit, which has emergency conditions of a natural disaster as defined by (State Name) law. The aid rendered shall be to the extent of available personnel and equipment not required for minimum needs of the (City or County Name). The judgment of the Director of Public Works or his designee shall be final as to the personnel and equipment so available.
2. Personnel dispatched to aid another jurisdiction shall remain employees of the (City or County Name), but shall work under the supervision of the Director of Public Works of the requesting jurisdiction. The (City or County Name) retains the right to withdraw any and all aid rendered upon direction of the Director of Public Works.
3. The Director of Public Works will provide a list of hourly rates and equipment costs, and hours worked for all such aid rendered to the requesting jurisdiction for all actual costs, and the requesting jurisdiction agrees to compensate such claim for costs incurred as expeditiously as possible.
4. The (City or County Name) will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement. The requesting jurisdiction agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify the (City or County Name) for any and all claims occurring while its personnel and equipment are working under the direction of the Director of Public Works of the requesting jurisdiction. These indemnities shall include attorney's fees and costs that may arise from providing aid pursuant to this agreement.
5. The purpose of these recitals is to insure that the (City or County Name) is reimbursed all costs and assumes no additional liabilities as a result of this agreement. Neither party to this agreement shall be liable, for its failure to refusal to render aid pursuant to this agreement. The Director of Public Works shall in his sole discretion determine the manner which such emergency aid may be used. (or his/her designee in charge of operations)

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below and is binding upon the _____ and the requesting jurisdiction.

Date signed _____ CITY / COUNTY OF _____ by: _____

Date signed _____ REQUESTING JURISDICTION _____ by: _____