

MUTUAL AID AGREEMENTS

Emergency situations can arise in a public water supply that calls for labor, material, or even potable water above and beyond what that supply can provide or produce. It is for this reason that a mutual aid agreement should be on file **before** it is needed. A mutual aid agreement is a document that formalizes and defines the assistance that one community can and will provide to another in times of crisis. Probably the most common use of mutual aid agreement in rural Illinois is among small fire departments. In the event of a fire that exceeds the manpower/equipment of the local department one (or often many) area fire departments respond with their units. This has worked well among the state's fire departments and can work just as well for public water supplies.

While we most often talk of a mutual aid agreement only applying in times of a major disaster, it can assist the operator of a small to medium sized facility in the event that the operator just needs a water main repair clamp that he doesn't have in stock, but the operator down the road does. While in a perfect world every supply has every repair part needed to run the supply we know that real world problems such as space, financial restraints, etc. doesn't allow this to happen. That's why area supplies can often get together and determine what each supply has to offer and institute a borrow/replace program among them.

Such a program probably does not need a written agreement. It just needs each party to strictly adhere to the verbal agreement.

However, in the event of a major disaster it is most important that mutual aid agreements are spelled out. This includes the amount of assistance that will be available, expenses (if any), the responsible persons in charge, and the availability of each party based upon its own needs.

Following is a sample mutual aid agreement that can be tailored to your supply's particular needs. We do recommend that your supply's legal counsel review the agreement before ratification.

EMERGENCY OPERATING PLAN

AGREEMENT TO RENDER AID

WHEREAS, the governmental units of _____ and _____ in the state of Illinois, have rendered mutual aid to one another in the past, and anticipate a continuing demand for such mutual aid and cooperation in the use of their personnel and equipment in the future, for the safety, health, and welfare of the people of their governmental units during a time of emergency, hereby agree to become partners in providing such aid to each party of the agreement.

THEREFORE, the parties hereby agree that their water/wastewater department and/or department of public works, will render mutual aid to each other under the following conditions,

1. In the event of a serious man-made or natural emergency, the parties of this agreement shall cooperate in any effort to provide service, subject to the terms and conditions prescribed in this agreement, and to the extent possible.
2. The city manager/mayor, or the water/wastewater superintendent, or the director of public works, or other such individual serving as a governing or managing party of the participating governmental unit, shall have the authority, in the event of a serious emergency, to determine whether manpower and/or equipment shall be sent beyond the jurisdictional limits of its governmental unit.
3. It is the intention of this agreement to vest in each party the sole right to determine when its need will permit it to respond to a request by another governmental unit, and it is further agreed by the parties hereto, that if the water/wastewater department refrains from sending any manpower and/or equipment beyond its jurisdiction, that such unit thus failing to respond, shall not be liable for any damages to the requesting party or any third party.
4. The superintendent of the water/wastewater utility, director of public works, or such person acting in the capacity, SHALL BE IN TOTAL COMMAND of the responding party. All personnel and/or equipment of the respondents shall be under the immediate command of the person (s) attached to the responding community. All commands or orders for the use of such personnel and/or equipment shall be made by the superintendent of the water/wastewater utility, or such person acting in that capacity, of the requesting community, through the person(s) in charge of the responding community's personnel/equipment, whenever it is practical. However, the person(s) acting in authority for the responding community shall, at all times, have the authority to recall the responding water/wastewater personnel and/or equipment from an emergency assistance mission upon direct notice to the person(s) in authority for the requesting community or governmental unit.
5. It is understood that personnel and equipment of the responding governmental unit shall be utilized in the capacity for which they are intended, and further, SHALL NOT be held in "STAND BY" capacity for a period exceeding _____ hours. If said personnel and/or equipment are not needed in the emergency area by the requesting party, they will be returned to the responding community.

EMERGENCY OPERATING PLAN

6. Each governmental unit entering into this agreement shall continue to provide the same salaries, compensation for death or disability, and retirement and furlough payments, to their respective employees or volunteers who are assigned to render aid or other assistance to the requesting governmental unit, as that employee or volunteer would receive if on duty within the jurisdictional limits of the governmental unit by which he or she is employed.

7. Costs of repairs and maintenance of equipment used or expended while rendering assistance under this agreement will be borne by the governmental unit owning the equipment, if said equipment is operated by employees or volunteers of the responding governmental unit for a period not exceeding 24 hours. If said, equipment is operated by personnel from the requesting community, or is requested for a period longer than 24 hours, then the requesting governmental unit or community will assume the expense of any repairs and/or maintenance required by the said equipment. It is further agreed, that if said, equipment is required by the requesting community or governmental unit for a period exceeding 24 hours, that the requesting community or governmental unit will be responsible for returning the requested equipment, in good condition, to the responding governmental unit.

8. It shall be the responsibility of the requesting community or governmental unit to notify the appropriate state or other agencies of governmental authority, in accordance with all applicable laws and/or policies, the nature and extent of the emergency.

9. To prevent haphazard and/or unauthorized response to a request by a community or governmental unit's water/wastewater department to emergencies outside of the jurisdiction of the responding party, **NO PERSONNEL OR EQUIPMENT WILL BE DISPATCHED**, except by the direct request of authorized person(s), identified in this agreement, from the responding governmental unit or community or an authorized representative of the County of _____ Emergency Services and Disaster Agency (ESDA).

10. Cost of meals, lodging and/or fuel, expended or consumed by personnel or equipment of the responding government unit, shall be borne by the requesting party to this agreement, unless otherwise expressly stated in a separate, attached mutual aid agreement between the parties to this agreement.

11. Any party to this agreement may, upon thirty days written notice to all parties to this agreement, withdraw from further participation.

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties do sign and execute this Mutual Aid Agreement.
