

OFFICIAL MINUTES

JULY 13, 2011, 4th DAY OF THE JULY ADJOURNED TERM

The County Commission met in the Commissioner's Hearing Room at 8:45 am with Ron Houseman and Danny Strahan present, and Jim Strafuss absent. The following proceedings were had and made a matter of record:

NON-PERFORMANCE CONTRACT

Nikki Lawrence presented the Commission with a letter from Counsel Frank Cottey regarding the Non-Performance Contract. The contract had been previously awarded, but needed to be signed. Discussion ensued.

Commissioner Strahan moved to approve the signing of the Non-Performance Agreement with Malcoat-Winslow Engineers. Commissioner Houseman seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (absent).

CELL TOWER EASEMENT

Commissioner Strahan moved to approve the Cell Tower Easement Contract between Taney County and the Empire District Electric Company. Commissioner Houseman seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (absent).

MUTUAL AID AGREEMENT

Commissioner Strahan moved to sign the Mutual Aid Agreement between the City of Joplin and Taney County. Commissioner Houseman seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (absent).

MUTUAL AID AGREEMENT

THIS AGREEMENT, is made and entered into this 5th day of July, 2011, by and between the City of Joplin, Missouri, a Municipal Corporation, (hereinafter referred to as "City" or "Requester" or "Requesting Entity") and City of Ash Grove, Missouri, (hereinafter referred to as "Provider" or "Providing Entity").

WITNESSETH:

WHEREAS, RSMo., Section 44.090 allows for political subdivisions in and out of the State of Missouri to enter into Mutual Aid Agreements to assist in times of emergency; and,

WHEREAS, City and Requesting Entity desire to enter into a post-event Mutual Aid Agreement; and,

WHEREAS, the parties intend this Agreement to facilitate the reimbursement of expenses incurred by the Providing Entity by the City through the Federal Emergency Management Agency ("FEMA").

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Purpose and Scope. At the time of significant emergency such as fire, earthquake, flood, tornado, hazardous material incident, terrorist incident, or other such man-made or natural emergency disaster or public safety need anywhere within the state or bordering states, the highest ranking official of any political subdivision or public safety agency or their designee may render aid to or request aid from any jurisdiction, agency, or organization even without written agreement, as long as he or she is in accordance with the policies and procedures set forth by the governing boards of those jurisdictions, agencies, or organizations. A public safety need, as used in this Agreement, shall include any event or incident necessitating mutual-aid assistance from another public safety agency.

2. Laws Governing. When responding to mutual aid or emergency aid requests, political subdivisions or public safety agencies shall be subject to all provisions of law as if it were providing service within its own jurisdiction. Requesting Entity and Providing Entity agree to be bound by the terms, covenants and conditions set forth in this Agreement.

3. Eligible Expenses. The labor force expenses of a Providing Entity will be treated as contract labor, with regular time and overtime wages or salaries and certain benefits eligible for reimbursement in accordance with FEMA policies, rules and procedures.

4. Types of Emergency Mutual Aid. Emergency mutual aid work covered by this Agreement includes, but is not limited to, the following:

- a. Search and rescue, sandbagging, emergency medical care, debris removal;
- b. Reasonable supervision and administration in the receiving State that is directly related to eligible emergency work;
- c. The cost of transporting equipment and personnel by the Providing Entity to the incident site;

- d. Costs incurred in the operation of the Incident Command System (ICS), such as operations, planning, logistics and administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
- e. State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;
- f. Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
- g. Dispatch operations in the receiving State;
- h. Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Disaster Assistance Directorate);
- i. Firefighting activities;
- j. Dissemination of public information as authorized; and,
- k. Work associated with the performance of the Grantee's responsibilities as the grant administrator.

5. Eligibility for Reimbursement. Only Requesting Entities are eligible applicants for FEMA assistance. A Providing Entity must submit its claim for reimbursement to a Requesting Entity. States may be eligible applicants when statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

6. Reimbursement Limitations. Reimbursement for services rendered under this Agreement shall be in accordance with any local, state and federal guidelines. Any political subdivision or public safety agency providing assistance shall receive appropriate reimbursement according to those guidelines. To be eligible for reimbursement by FEMA, the mutual aid assistance should have been requested by a Requesting Entity or in response to a declaration of emergency, major disaster or fire. Reimbursement shall be made in accordance with FEMA policies, rules and procedures.

7. Benefits. Applicable benefits normally available to personnel while performing duties for their jurisdiction are also available to such persons when an injury or death occurs when rendering assistance to another political subdivision or public safety agency under this section. Responders shall be eligible for the same state and federal benefits that may be available to them for line-of-duty deaths or injuries, if such services are otherwise provided for within their jurisdiction.

8. Liability. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or a public safety agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers' compensation provisions provided to them as employees of their respective political subdivision or public safety agency.

9. No Liability For Failure To Respond. Neither party to this Agreement shall be liable to the other for failure to respond to any call by the other, or delay, negligence or mistake in receiving or responding to any call, nor shall this Agreement ever be interpreted as being an agreement for the benefit of any third person.

10. Consideration. The consideration for this Agreement shall be the service given for the protection of lives and property by the Requesting Entity and by the Providing Entity, and no compensation, except eligible reimbursement as herein provided, shall accrue or be paid by either party to the other by reason of this Agreement.

11. Termination. Either party may cancel this Agreement by giving sixty (60) days' written notice to the other party.

12. Effective Date. This Agreement shall be effective upon the approval of the City Council of the City of Joplin and the governing board or council of Responding Entity. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the governing board or council of Responding Entity.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.
(CITY)

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

"REQUESTING ENTITY"

By: RM

R. Mark Rohr, City Manager

ATTEST:

Barbara L. Hogelin
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM

Brian W. Head
Brian W. Head, City Attorney

"RESPONDING ENTITY"

By: Richard D. Harrison

Residing Commissioner
TITLE

ATTEST:

Alanna Neely

Commissioner Strahan moved to adjourn the meeting. Commissioner Houseman seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (absent).

ADJOURNED
9:00 AM

Minutes were taken and typed by Lyn Wieneke, Deputy Clerk.