

RE: Bill #2024-06 Adopting a new Mutual Aid Agreement with the Missouri Public Utility Alliance

Background:

The Federal Emergency Management Agency (FEMA) requires that cities have a mutual aid agreement in place before a disaster occurs or FEMA will not reimburse certain portions of eligible cost for that disaster. Since July of 2005, Nixa Utilities has been a participating member of the Missouri Public Utility Alliance (MPUA) Mutual Aid program.

Analysis:

As a valuable part of our membership in MPUA, we are able to participate in their Mutual Aid program. For this program, the member utilities, assist one another during a disaster or other emergency situations to repair infrastructure damage and get customers back in service much sooner than the host utility completing the work by themselves. Program participation also allows the host utility to be fully reimbursed by FEMA for all costs incurred for the mutual aid.

Over the years, we have been fortunate to receive Mutual Aid through MPUA's program including the ice storms in 2007 and 2008 and more recently in the July 2023 windstorm. As you all know, as a result of that storm we had considerable damage and had thousands of our customers who were without power for nearly three days. Had we not had the assistance from crews in four of our neighboring towns, it could have easily been a weeklong event.

For the program, the hometown utility members complete the restoration work while MPUA supports all of the utilities by coordinating and matching the resources with needs. MPUA also coordinates with FEMA and other states programs to provide assistance practically nationwide. MPUA and its members are well-known leaders in mutual assistance and always one of the first to be contacted when major events are anticipated such as hurricanes in the gulf, sever tornados or other strong storms as well as ice storms. To brag just a little, in recent years, our own Nixa crews have been specifically requested by both Florida and Louisiana mutual aid coordinators as we have been there numerous times and are known for our work ethic, safety practices and dedication to serving customers no matter what utility they call their own. Over the years, in addition to Florida and Louisiana we have aided utilities in Texas, Illinois, and Ohio to name a few. We've also helped in-state for several of our Missouri members over the years.

The current Mutual Aid Agreement between our entities has been in place since July of 2015 and is continually reviewed by a program committee made up from various municipal members. This committee meets almost monthly and at least quarterly to discuss training and safety practices, improve policy and procedures and make other preparations to be ready at a moment's notice for the next disaster. Chris Huett, Assistant Electric Superintendent serves as Nixa's committee member and keeps us in tune with the program.

Most recently, work to improve the 2015 agreement has led us to propose the attached version. Changes include:

- *Allowing the addition of a new MPUA line crew and our out-of-state members to participate. (MPUA has associate members in Arkansas, Mississippi and Nebraska)*
- *The removal of the arbitration section allowing for other legal remedies to settle disputes if they were to arise.*
- *Adds insurance requirements for workers comp, auto liability and general liability that had not been detailed in the past.*
- *Includes policy limits on claims, suits, damages, etc. for those providing mutual aid OR not participating.*

Along with myself and several utility department staff members, the changes listed for the updated agreement have been reviewed by the City Attorney.

Recommendation:

As provided above, this is a very valuable program for our Nixa Utilities and it is staff's recommendation to approve the attached Council Bill adopting this new version of the agreement.

I intend to bring this back to your next meeting for a second reading along with my recommendation for adoption. Until then, I am available to answer any questions or address any concerns you may have.

MEMO SUBMITTED BY:

Doug Colvin | Assistant City Administrator, Director Nixa Utilities and Public Works
dcolvin@nixa.com | 417-725-2353

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE**
2 **MAYOR TO EXECUTE A MISSOURI PUBLIC UTILITY ALLIANCE (“MPUA”) MUTUAL**
3 **AID AGREEMENT FOR THE PURPOSE OF ALLOWING THE CITY TO PARTICIPATE**
4 **IN THE MPUA MUTUAL AID PROGRAM.**

5 _____
6
7 **WHEREAS** Section 70.220 RSMo. authorizes units of government to cooperate
8 with one another and to enter into intergovernmental cooperative agreements for such
9 purposes; and

10
11 **WHEREAS** the City Council desires to contract with MPUA to allow the City to
12 participate in the MPUA Mutual Aid Program; and

13
14 **WHEREAS** the Federal Emergency Management Agency (“FEMA”) requires cities
15 to have mutual aid programs in place before a disaster occurs or FEMA will not reimburse
16 for eligible disaster costs; and

17
18 **WHEREAS** since July of 2005, the City has been a participating member of MPUA;
19 and

20
21 **WHEREAS** because of the City’s membership with MPUA, the City is eligible to
22 participate in MPUA’s Mutual Aid Program which allows for other member organizations
23 to assist one another during a disaster or other emergency; and

24
25 **WHEREAS** the City Council desires to authorize the Mayor to execute a MPUA
26 Mutual Aid Agreement, said Agreement to be in substantially similar to the document
27 attached hereto as “Council Bill Exhibit A.”

28
29 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
30 **NIXA, AS FOLLOWS, THAT:**

31
32 **SECTION 1:** The Mayor, or designee, is hereby authorized and directed to execute
33 a “MPUA Mutual Aid Agreement” (“Contract”) with MPUA. Said Contract shall be in
34 substantially similar form as the document contained within “Council Bill Exhibit A,” which
35 is attached hereto, and incorporated herein by this reference.

36
37 **SECTION 2:** The Mayor, City Administrator, and the officers of the City are hereby
38 authorized to do all things necessary or convenient to carry out the terms and intent of
39 this Ordinance.

40
41 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final
42 passage by the City Council and after its approval by the Mayor, subject to the provisions
43 of section 3.11(g) of the City Charter.

47 **ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2024.**

48

49

ATTEST:

50

51

52 _____
PRESIDING OFFICER

CITY CLERK

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54

55 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2024.**

56

57

ATTEST:

58

59

60 _____
MAYOR

CITY CLERK

61

62

63 APPROVED AS TO FORM:

64

65

66 _____
CITY ATTORNEY

Mutual Aid Policy & Procedures



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Missouri Public Utility Alliance Mutual Aid Policy

The Missouri Public Utility Alliance (“MPUA”), an independent interlocal body corporate and politic pursuant to §§ 70.210 through 70.320, RSMo., determined a need exists for its municipal utility members to offer assistance to each other in the event of an emergency that affects the operation of their respective utilities. The MPUA Mutual Aid Policy allows only the Missouri, Arkansas, Mississippi, and Nebraska municipal utility MPUA Members, the MPUA RSC, (hereafter, “MPUA Member(s)” or “Member(s)”) to participate in this program.

These public entities are empowered to make and enter into mutual aid agreements with other public and private agencies within and without the state for reciprocal emergency aid.¹ Mutual aid agreements establish the terms under which one party sends resources (i.e. personnel, teams, facilities, equipment and supplies) to another party. The MPUA Mutual Aid Policy is designed to allow MPUA Members, to their mutual benefit, to obtain assistance, account for, order, and mobilize outside resources efficiently and effectively. This Policy is designed to support and aid MPUA Members in building secure and resilient utility systems.

Benefits of joining the MPUA Mutual Aid program rather than simply having a verbal agreement are as follows:

- a. An oral agreement may not satisfy applicable legal requirements,
- b. Oral agreements inevitably lack sufficient detail to account for the various scenarios that can develop in emergency situations,
- c. Oral agreements often result in misunderstandings between the participating entities which in turn may create ill will between the parties possibly compromising the effectiveness of the plan,
- d. Oral agreements greatly increase the exposure of participating entities to civil liability arising from rendering or receiving aid, and
- e. Finally, participating entities would not qualify for disaster relief from FEMA because FEMA requires local mutual assistance programs to be in writing and appropriately authorized.

This Policy manual does not provide legal authority or direction and does not supersede MPUA Members’ applicable legal authorities or the constraints of those authorities having jurisdiction. MPUA Members should consult with their applicable legal authorities before entering into this, or any other, mutual aid agreement.

You Are Part of a Team

As a Member of MPUA, you are part of a team. Along with your fellow Member municipal utilities, you may either request or provide emergency assistance when a natural disaster or

¹ See Missouri §44.090, RSMo., Arkansas §12-75-119(i) A.C.A., Mississippi §33-15-19, Miss. Code Ann., and Nebraska §81-829.48(2), R.R.S. Neb. **NOTE: Nebraska law requires the Nebraska Governor’s approval for such mutual aid agreements with cities and entities outside the State of Nebraska.**

emergency threatens service to the customers. All mutual aid is completely voluntary. A Member utility may accept or decline aid from any other participating Member. An actual disaster declaration is not necessary to utilize this mutual aid program. When a participating Member utility finds itself in a situation lacking the necessary resources to meet an emergency, such member can turn to the MPUA Mutual Aid Program to help provide the needed economic and logistical efficiencies to support any gaps in resources and capability. It is this spirit of cooperation, neighbor helping neighbor, that has given strength and reliability to the MPUA member utility systems for many years.

The following information will serve as standard procedure, under the MPUA Mutual Aid Policy, whenever emergency assistance is needed. Please read it carefully so you will be able to place a call for help or respond to one in the event of an emergency. Should your utility require emergency assistance and if you need help making calls for aid, the MPUA Mutual Aid Coordinator will provide communication support. Depending on the extent of the emergency or your city location within the mutual aid region, utilities from outside your region may also be called upon to assist you.

The Time to Prepare is Now

A municipal utility's degree of preparedness will have a direct effect on the success of your recovery effort in the event of an emergency. The time for planning is before the emergency occurs. The MPUA Mutual Aid Program is designed to be utilized under conditions when time is of the essence to save lives, prevent human suffering, and/or mitigate property damage following an emergency. Take the time to read the suggested steps in this manual and implement the advanced planning necessary to secure your utility against a natural disaster, accident or other emergency. Some important preparedness steps you should take are as follows:

1. Designate a Utility Emergency Response Facilitator.
2. Utility staff should be familiar with all elements of the MPUA Mutual Aid Policy.
3. Train employees in their emergency roles during an emergency and rehearse mock disasters.
4. Establish protocols for communication, including pre-arranged communication frequencies and procedures which will be critical for effective execution. These protocols may include guidance on data services, backup systems and common alerting protocols that are necessary to establish on the scene coordination and communications for multijurisdictional responses.
5. Maintain an inventory of essential equipment. Keep an open purchase order with various vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.
6. Assess the utility's vulnerable areas and make regular improvements to minimize these weaknesses.

7. Organize off-site backup systems for important utility functions, including computer programs and record keeping.

Restoration and Protection Through Mutual Aid

Planning for an emergency before it happens will not prevent the emergency from occurring. It will, however, enable an effective response to more effectively to minimize property damage and even save lives. Cooperation with Member municipal utilities through MPUA will ensure that your utility has the resources it needs to respond expeditiously and efficiently to restore your utility system, thereby protecting your customers and your community.

Process for Participation in Mutual Aid

To become a participating Member of the MPUA Mutual Aid Program the following is required prior to any request for assistance under the program:

1. The MPUA Member will pass by ordinance or resolution authorization for the MPUA Member to enter into the MPUA Mutual Aid Program (See Sample Ordinance at page 17 herein);
2. For Nebraska cities only, the MPUA Member will provide written verification of the Nebraska Governor's approval to enter into this out of state agreement pursuant to §81829.48(2), R.R.S. Neb.;
3. The MPUA Member's executive officer will then execute the MPUA Mutual Aid Agreement (attached hereto and incorporated by reference);
4. The MPUA Member will provide MPUA with an executed copy of the MPUA Mutual Aid Agreement; and
5. The MPUA Member will provide, and update annually on January 2 of each successive year, the contact information for the individual designated as the Member's representative, the Utility Emergency Response (UER) Facilitator who shall be the person in the event of needed aid will be the contact person between the Member requesting aid and the Members rendering aid.

When You Plan

Put Your Plan in Writing

Develop a written plan for your utility to be used in the event of a natural disaster, accident, or other community emergency. Put it in writing; don't leave it as an undocumented idea. Once a strategy has been mapped out, it can be shared with employees and others in the community such as local fire, police, and EMS departments. This will allow them to prepare for their roles in an emergency recovery effort and provide a more rapid and effective response.

Determine Your System's Most Vulnerable Areas

Identify and describe the parts of your system that are the most susceptible to damage. Influences such as extreme weather, including high winds and flooding, highway traffic, construction areas and fire hazards from gasoline can threaten your utility's security.

Don't neglect the protection and recovery of utility business records, legal and financial documents and personnel records.

Establish Priorities for Service in the Community

In the event of a widespread outage, a priority system will be needed for reestablishing service to customers in your community. Who will have the primary responsibility for identifying those customers to receive service first, particularly in winter weather? Analyze the most critical needs among customers and develop a priority system to clarify choices on service assignments during an outage.

Make an Inventory of Available Materials and Services

Evaluate the type of equipment and supplies your utility will need in an emergency. Maintain an inventory of essential equipment. Keep an open purchase order with various local merchants and other industry vendors for use in emergency situations to avoid delays caused by the need for purchase authorization. Develop a list of resources available in the community, such as generators, welders, and trucks. Update the list regularly.

Review and Rehearse Your Recovery Plan With Employees

Discuss with employees the details of the utility's emergency recovery plan. Repairs will begin faster and downtime will be minimized if employees have been trained in emergency response procedures.

Plan in Detail

The following list includes important elements in any emergency recovery program. Before the appropriate planning can begin, a Utility Emergency Response (UER) Facilitator must be designated.

This individual should have the authority to declare when an emergency exists, to direct the service restoration activities during that emergency and to terminate the emergency. The UER facilitator may have to initiate action at any time. Utility management should formally delegate sufficient authority to this person to allow the effective exercise of emergency response duties. This is an important condition, since the UER facilitator may have to contact other city departments, contractors, other electric utilities, suppliers, etc.

Advanced planning should include the following:

1. **Utility Command Center:** An operations center for dispatching work will need to be staffed throughout any emergency recovery operation. The center will:
 - a. take calls and complete outage sheets.
 - b. establish priorities for service.
 - c. communicate with workers and dispatch crews.
 - d. track work in progress.
 - e. coordinate clean-up activities for scattered outages after utility services have been restored.
 - f. track costs associated with recovery procedures.
 - g. provide public information. Personnel should be designated for releasing information to the public. Statements concerning the emergency recovery in progress should be issued only by those individuals authorized to represent the utility. At this point, it may be advantageous to involve the city's governing body members in this process.

2. **Communication System:** Radio communication is a valuable timesaver in directing work within your city. As necessary, make arrangements with the local radio supplier to provide handheld radios tuned to a common frequency for use by crews. Today, cellular phones are also a valuable tool in the communication system, but depending on the nature of the emergency may be unavailable. Establish a line of command. This will ensure all crews know who is in charge and whom they can go to for direction/assistance.

3. **Fuel and Vehicle Maintenance:** Without power, fuel for utility vehicles, including those arriving from other utilities, may not be available from local gas service stations. Arrangements for fuel deliveries via tank truck from a petroleum dealer should be planned.

If fuel is stored at the utility in above-ground storage tanks, theft protection may need to be added. Also, in the event of a mechanical breakdown, a truck mechanic should be on call.

4. **Traffic Control and Auxiliary Lighting:** Advanced arrangements should be made with local police and fire departments to provide traffic control and auxiliary lighting to crews working in high traffic areas of darkness.

5. **Maps:** System and substation maps, laminated for use outside, will be helpful to crews in understanding the following:
 - a. Where work is to be performed;
 - b. Extent of damage; and
 - c. Source of supply, direction of feed and location of sectionalizing equipment.

6. **Food, Lodging and Support Services for Crews:** The damaged utility shall have the responsibility of providing food and housing for the personnel of the assisting utility from the time of their arrival at the designated location to the time of their departure.

There is a limit to the length of time crews can work effectively and safely without sleeping. Supervisors need to watch workers for symptoms of severe fatigue and provide an opportunity for rest. Other support services that may be necessary for outside work crews are:

- a. cash for workers' expenses.
- b. check cashing arrangements.
- c. telephone service.
- d. laundry service.
- e. local transportation.

Before You Call

Survey the Damage

Survey the location and severity of damage to your system before calling to request help.

Make a Quick Inventory of Specific Needs

Put together a short list of specific personnel, equipment, and materials you will need before you place a call. Identify areas of need (i.e. substations, transformer banks, distribution, service connections and pressure regulating stations), and the jobs for which you need assistance. This is essential to avoid unneeded personnel, equipment, and resources being sent.

Call The MPUA Mutual Aid Coordinator

If the situation is such that you cannot make calls for assistance yourself, call the MPUA Mutual Aid Coordinator. If telephone or normal radio contacts cannot be made, utilize the State Highway Patrol or County Sheriff to request help.

- Describe:**
- The nature of the emergency in your community.
 - Type of help, equipment, and number of crews your utility requires.
 - Other sources of help already contacted, such as neighboring utilities or private contractors.
 - Detail will alleviate and discourage the deployment of unnecessary resources.

- Indicate:**
- Where crews should report when they arrive in your city.
 - Estimated time (hours, days) crews will be needed.

- Establish:**
- Person who will serve as the Utility Emergency Response (UER) Facilitator, and the phone number to receive calls from the MPUA Mutual Aid Coordinator.
 - Time when you will re-contact the MPUA Mutual Aid Coordinator if incoming calls to your utility are not possible.

What Happens When You Get A Call For Help

- Contact:**
- Initial call will come from the MPUA Mutual Aid Coordinator. A utility representative should be designated to receive calls as part of the MPUA Mutual Aid Program. Both a primary and a backup representative should be identified in the event help is needed on weekends or after regular working hours.
- Response:**
- The decision to respond to the call for help is completely voluntary. Each participating Member may decide to offer assistance or may decide not to offer assistance. That decision is completely at the discretion of the utility receiving the call for help.
- Advise:**
- Responding Member will advise the MPUA Mutual Aid Coordinator AND the requesting Member (if possible) of its availability and the personnel, equipment, material, or other resources it can provide and for what period of time.
 - Requesting Member will then advise the number and type of personnel, equipment, material, or other resources that are needed along with an estimate as to the period of time (days, weeks) they will be needed.
- Determine:**
- Which personnel and what equipment, materials, and/or resources will be sent.
 - Give the requesting Member (if possible) AND the MPUA Mutual Aid Coordinator the names of utility personnel who will be sent to assist a neighboring community. Be specific. Explain in detail what equipment will be taken, e.g. aerial devices, digger derricks, poles, transformers, backhoes, welders, etc.
- Provide:**
- Responding Member will provide Certificates of Insurance to the requesting Member utility.
- Establish:**
- Day and time for personnel and equipment to be provided.
 - Location responding personnel and equipment are to report for service assignments.
 - Name of person responding Member is to contact, along with that person's contact information.
 - Address, and person (if applicable) that the responding Member is to send its invoice following the rendering of aid.
- Confirm:**
- Directions for Travel and Where crews are to report. In the event main roads into and in a community are closed, determine what route is available for travel.

When You Respond With Help

Estimate Time Involved for Your Utility Personnel

Utility crews will need to know the approximate time they will need to be away from home. If an overnight stay is anticipated, workers should plan appropriately and include personal items for an extended work schedule.

Share Information with Your Utility Personnel Before They Depart

Don't assume workers understand the nature of their roles in the mutual aid program. Explain your utility's involvement in the MPUA Mutual Aid Program and specifically what duties your workers will be expected to perform. Provide them with information on where to report once they arrive in the neighboring community.

Document Time and Cost

Mutual aid assistance is provided according to the principles specified under "Mutual Aid Charges/Reimbursable Expenses". Document time and materials used by your utility personnel so reimbursement can be made by the assisted utility.

When The Emergency Is Over

Terminate Emergency Operations

At some time, the greater portion of the system will have been restored to service. Meanwhile, the normal business of the utility has been on hold. At that time, the UER facilitator should formally terminate the emergency operation and return workforces and resources to normal operation. However, some restoration work may still be required as crew time is available.

Accounting Reconciliation

During the challenge of restoring the integrity of the utility's systems, inventory may shrink unnoticed. Proper accounting of material, labor, food, fuel, and a host of other items may be neglected because the personnel who normally monitor these facets of operation are assisting in the all-out effort to restore essential utility services.

However, a day of reckoning will come especially for the public body. The UER facilitator must be a ready resource person to whom the accounting section can look for correct answers to their concerns about the disposition of city property and funds. Although the emergency is formally over, it is not over for the UER facilitator until all accounting work is completed.

Evaluate the Effectiveness of the Response to the Emergency

Major emergency restoration work is seldom perfect. Superior performance should be praised, but ignoring things that did not go well or mistakes that could have easily caused injury or death is not wise. Mistakes must be addressed.

The UER facilitator is obligated to work with management in completing a review of the response to this emergency. That review should be factual and dispassionate. Lessons learned should be identified and submitted to MPUA for the benefit of all Members.

Mutual Aid Charges/Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under the Mutual Aid Program shall be in accordance with the following provisions:

1. **Personnel:** During the period of assistance, the assisting utility shall continue to pay its employees according to its prevailing rules and regulations. The utility receiving aid shall reimburse the assisting utility for all direct or indirect payroll costs and expenses incurred during the period of assistance, including but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission.
2. **Equipment:** The assisting utility shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or according to the actual operation and maintenance expenses incurred.
3. **Material and Supplies:** The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the damaged utility will replace, with a like kind and quality as determined by the assisting utility, the materials and supplies used or damaged.
4. **Payment:** The assisting utility shall bill the utility receiving aid for all reimbursable expenses not later than forty-five (45) days following the return of all of the assisting Member's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Member's UER Facilitator. The utility receiving aid shall pay the bill in full as directed by the assisting utility. The assisting utility must document sufficiently to support its claims for reimbursable expenses.

Insurance Coverage

Each public and/or private entity participating in the MPUA Mutual Aid Program shall be responsible for its own actions and those of its employees and is responsible for complying with its respective state's Workers' Compensation laws and motor vehicle financial responsibility laws. To the extent permitted by law and without further waiving sovereign or municipal immunity, each participating Member to this mutual aid program will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this MPUA Mutual Aid Policy. Specifically, each City participating in the MPUA Mutual Aid Program, shall confirm with their insurance carrier that the city's insurance coverage continues for employees working outside their home city as long as that individual is working as an agent of his/her city and not in a freelance capacity.

In addition, the assisting city shall provide proof of insurance for automobiles, workers compensation, and general liability insurance. Each city should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this mutual aid process, and that there will be no lapse in their insurance coverage either on employees, vehicles, or general liability. A city may satisfy this requirement through self-insurance and/or through one or more insurance policies.

In the event of an accident, insurance deductibles on vehicles are paid, up to a maximum of \$1,000, by the utility receiving services. These deductibles vary by policy.

Consistent with the principles of sovereign and municipal immunity, under no circumstances shall the assisting city, its officers or employees, be liable to the requesting city, its officers, employees, inhabitants, or others, for any damages arising in any way as a result of the rendering of such aid or the failure to respond to a call for such aid. Also, under no circumstances shall the city requesting aid be liable to the assisting city, its officers, employees, inhabitants, or others for any damage arising in any way from the response to such a request for aid or the rendering thereof. However, in the event of willful misconduct or recklessness by either the assisting city, the requesting city, their officers or employees, these limitations of liability shall not apply.

Participating City Assistance

It is a participating Member's individual responsibility to determine whether, in its sole discretion, responding to a mutual aid request for support is practicable and advisable. If a participating Member is called upon and determines that it is not practicable or advisable to respond to the request, the request and lack of response shall not constitute or establish a basis for any claim against any participating Member that fails or declines to respond.

Likewise, any participating Member, who has requested assistance, may decline such assistance in order to avoid excessive and unnecessary expenses or for any other reason the requesting Member, in its sole discretion, determines to decline such offered assistance.

The MPUA Mutual Aid Policy does not preclude participating Members from entering into supplementary and/or additional agreements for mutual aid with the State of Missouri, other states, other governmental and/or private entities.

MPUA Assistance

MPUA's sole responsibility is to facilitate the participation of Member cities in emergency assistance for their mutual benefit. MPUA receives no consideration as a result of this Agreement, and MPUA IS NOT RESPONSIBLE FOR ANY OF THE ASSISTANCE PERFORMED OR THE FAILURE TO PERFORM ASSISTANCE UNDER THIS PROCESS. Consequently, to the extent permitted by law,² the assisted city shall indemnify and hold harmless MPUA for and against any claim brought against MPUA as a result of any assistance rendered or not rendered to the assisted city, and shall pay or reimburse MPUA for any and all costs, expenses and losses which are actually sustained or incurred by MPUA as a result of any assistance rendered or not rendered to the assisted city.

[REMAINDER OF PAGE LEFT BLANK]

² The Mutual Aid Agreement is a public "construction work" agreement for repair of utility structures between political subdivisions. Section 434.100, RSMo. applies to both public and private "construction work" agreements (§434.100.1, RSMo). The rule provided for in Section 434.100 does not apply to "a contract or agreement between state agencies or political subdivisions or between such governmental agencies." (§434.100.2(3), RSMo.). In addition, §434.100.3 specifically states "[f]or purposes of this section, "construction work" shall include, but not be limited to, the construction, alteration, maintenance or repair of any building, structure, highway, bridge, viaduct, or pipeline, or demolition, moving or excavation connected with, and shall include the furnishing of... engineering, planning, or management services, or labor, materials or equipment, in connection with such work." Indemnification is not prohibited by a political subdivision, including a municipality, when it arises out of a contract or agreement for "construction work."

MPUA MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the signatories (hereafter referred to as “Party” or collectively as “Parties”) to the MPAU Mutual Aid Policy agrees as follows:

Whereas, the laws of the States of Missouri, Arkansas, Mississippi, and Nebraska provide that these public entities are empowered to make and enter into Mutual Aid Agreements with other public and private entities to more effectively allocate utility services, and other public safety services and resources during emergency situations;

Whereas, the Parties to this Agreement do not possess all of the necessary resources to cope with every possible emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of the Parties;

Whereas, the Parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

Whereas, it is desirable that each of the Parties hereto, within their sole discretion, should provide aid and assistance to each other in the event of an emergency situation by the interchange and exchange of utility personnel, equipment, resources, and services; and

Whereas, it is necessary and desirable that this Mutual Aid Agreement be executed for the interchange and exchange of such mutual assistance to the Parties of the MPAU Mutual Aid Program.

Now, therefore, it is hereby agreed by and between each and all of the Parties hereto as follows:

1. Mutual Aid Voluntary: Participation in the MPAU Mutual Aid is completely voluntary. No Party is required to provide mutual aid, no Party is required to accept mutual aid under the MPAU Mutual Aid Policy and this Agreement.
2. Request For Aid: The requesting Party to this Agreement will make its request for mutual aid through the MPAU Mutual Aid Coordinator within a reasonable time after aid is needed and with reasonable specificity.
3. Compensation: The requesting Party agrees to compensate the Party providing the mutual aid as specified in the MPAU Mutual Aid Policy. This includes the period of time beginning with the departure of any personnel and/or equipment of the assisting Party from any point for the purpose of traveling to provide assistance exclusively to the requesting Party and ending on the return of all of the assisting Party’s personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party’s UER Facilitator.

4. Discretionary rendering of aid: Rendering of mutual aid, pursuant to this Agreement, is entirely at the discretion of the Party who has been requested to provide mutual aid. This Agreement of mutual aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal or state governments or upon receiving federal or state funds.
5. Invoice to the requesting Party: The assisting Party shall invoice for all reimbursable expenses, as set out in the MPPUA Mutual Aid Policy, not later than forty-five (45) days following the return of all of the assisting Party's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice of the requesting or assisting Party's UER Facilitator. The requesting Party, who received mutual aid, shall pay the invoice as directed by the assisting Party, who rendered aid.
6. Documentation of expenses: The assisting Party must document sufficiently all expenses to support its claims for reimbursement of such expenses.
7. MPPUA Mutual Aid Policy controls: The Parties to this Agreement agree and acknowledge they have read the MPPUA Mutual Aid Policy which the terms and conditions thereof control this Agreement. The Parties to this Agreement expressly agree to all terms and conditions contained in the MPPUA Mutual Aid Policy on the date of each Party's final execution of this Agreement.
8. Insurance Requirements: Each Party participating in mutual aid shall be responsible for its own actions and those of its employees and is responsible for obtaining and maintaining the following insurance:
 - a. Workers Compensation: Each Party shall comply with its respective state's Workers' Compensation law, including extraterritorial coverage as required.
 - b. Automobile Liability Coverage: Each Party shall comply with its state's motor vehicle financial responsibility laws, including extraterritorial coverage as required.
 - c. General Liability Coverage: To the extent permitted by law, each Party shall be responsible for any and all claims demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement and in accordance with the MPPUA Mutual Aid Policy.
9. Limitation of Liability: The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or third parties, and no third party or third parties shall have any right of action whatsoever hereunder for any cause whatsoever against any Party, including MPPUA.
10. MPPUA's Role: The Parties acknowledge MPPUA's sole role is the facilitation and coordination of the Parties' efforts to render reciprocal mutual aid when such needs arise. The Parties

further acknowledge that MPUA receives no consideration for its role in this program but has agreed to facilitate the program for the sole benefit of the Member cities.

11. Term of the Agreement: This Agreement shall become effective as to each individual participating Party when it is approved and executed by that Party. The Agreement shall remain in effect as between each and every Party until participation in this Agreement is terminated by the Party in writing. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement as between the remaining Parties. Any Party to this Agreement may terminate participation in this Agreement upon thirty (30) days written notice addressed to the MPUA Mutual Aid Coordinator.

12. Modification or Amendment: This MPUA Mutual Aid Agreement and/or the MPUA Mutual Aid Policy may be modified and/or amended in writing signed by all participating Members. Failure to agree to an amendment will result in that participating Member terminating this Agreement.

13. Counterparts: The Parties may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

14. Execution of Agreement: Each Party hereto has read, agreed to, and executed this mutual aid Agreement on the date indicated. The executor of this Agreement states they have the necessary authority from their jurisdiction or entity to bind their respective jurisdiction or entity named herein, and that all proper municipal/entity approval(s) to enter into this Agreement have been granted and/or approved.

In Witness Whereof, this Agreement has been approved and executed, and is effective and operative as to each of the Parties, who fully execute this Agreement, as herein provided.

_____, Date _____

_____, Date _____

Signature and Title
City of _____ Nixa _____

Attested by: _____, Date _____
Signature and Title

Please send signed Agreement and completed MPUA Mutual Aid Coordinator Reference Sheet to:

MPUA

ATTN: Konda Bentley 2200

Macquire Blvd.

Columbia, MO 65201

MPUA MUTUAL AID COORDINATOR REFERENCE SHEET

(This sheet MUST accompany the signed Mutual Aid Agreement)

CITY OF Nixa

Designated Utility Emergency Response (UER) Facilitator Contact Information:

Name: Brian Denney

Address: P.O. Box 395, Nixa MO 65714

Office Phone: 417-725-2353

Cell Phone: 417-839-7511

Email: bdenney@nixa.com

Are there special provisions affecting overtime hours worked by your employees?

Yes X

No

Please describe those provisions or terms: Nixa Personnel Policy Section 3.12:

3.12 Mutual Aid Emergency Pay

The City of Nixa participates in the Mutual Aid Emergency Assistance program. During storm, disaster recovery or emergency events, employees will typically work a 16 hours on/8 hours off work schedule; employees are limited to no more than 16 consecutive hours in a 24-hour period. When employees are sent to assist with storm recovery, disaster recovery or emergency events where overnight lodging is required, the following pay structure will be followed:

Off duty: No compensation

On duty: Double the normal hourly rate.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____ , MISSOURI, AUTHORIZING THE PRESIDENT OF THE BOARD OF PUBLIC WORKS TO SIGN AN MPUA MUTUAL AID AGREEMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____ , MISSOURI AS FOLLOWS:

SECTION 1.

The City Council of the City of _____, Missouri hereby authorizes the President of the Board of Public Works to sign an MPUA Mutual Aid Program Agreement by and between the City of _____ and the Missouri Public Utility Alliance, a copy of which is attached hereto.

SECTION 2.

This ordinance shall be in full force and effect from and after its date of passage and approval.

PASSED AND APPROVED this _____ day of _____, 20 .

1st. Reading:

2nd. Reading:

(seal) _____
_____, Mayor

ATTEST: _____
_____, City Clerk