

MUTUAL AID AGREEMENT

This **MUTUAL AID AGREEMENT** ("Agreement") is entered into by and between the following participating Parties, to wit:

- 1) The **Louisiana Office of State Fire Marshal**, represented herein by Chief Bryan Adams, Fire Marshal, duly authorized, and
- 2) The **Fire Chiefs** of each **Parish** and **City** fire departments entering into this agreement as a signatory thereto by execution of this agreement in counterpart copies, whose names and addresses are listed below separately, each of whom is hereinafter referred to collectively as "Chiefs", each duly authorized by their respective municipality or parish;

hereinafter, collectively, "the Parties", who agree to become Parties to this agreement and do hereby bind themselves and their successors to its terms and conditions until same is mutually terminated or any individual Party withdraws from same in writing, as provided by section 19 here in.

RECITALS

The verbal agreement entered into between the Parties is hereby formalized by the Parties hereto by execution of this document, which agreement includes prior services rendered described herein.

The Parties recognize the vulnerability of the people and communities located within the state to damage, injury, and loss of life and property resulting from disasters and/or civil disturbances and emergencies and recognize that disasters and/or civil disturbances and emergencies may present requirements for equipment, services, supplies, manpower and other resources beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters or man-made events, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided among them in the past and have determined that it is in the best interests of their local governmental subdivision, themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of incidents, emergencies or disasters arising out of natural or man-made events; and

The Parties desire to secure for themselves and their citizenry the benefits of reciprocal Mutual Aid for the protection of life and property in the event of such incidents, emergencies or disasters; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with such incidents, emergencies, disasters and/or civil disturbances and are so authorized and make this Agreement pursuant to La. R.S. 29:721 et seq., and other applicable provisions of law; and

The Parties recognize that a formal agreement for reciprocal Mutual Aid will allow for better coordination of effort, will provide that adequate equipment and manpower is available, and will help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a disaster or civil disturbance or emergency, and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Louisiana Homeland Security and Emergency Assistance and Disaster Act" and other applicable provisions of law.

NOW, THEREFORE, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.
2. **DEFINITIONS.** For purposes of this Agreement, the terms listed below will have the following meanings:
 - A. **AGREEMENT** - this Mutual Aid Agreement, duly executed, together with an online Electronic Mission Request made through the State of Louisiana emergency operations website, such as WebEOC, EMAC, or other established form of electronic communication.
 - B. **ASSISTING PARTY** - the Party furnishing equipment, supplies, facilities, services, and/or manpower to the Requesting Party.
 - C. **CIVIL DISTURBANCE OR EMERGENCY** - an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
 - D. **DISASTER** - means the result of a natural or man-made event which causes loss of life, injury, and property damage, including but not limited to natural disasters such as hurricane, tornado, storm, flood, high winds, and other weather related events, forest and marsh fires, and man-made disasters, including but not limited to nuclear power plant incidents, hazardous materials incidents, oil spills, explosion, civil disturbances, public calamity, acts of terrorism, hostile military action, and other events related thereto, as defined by La. R.S. 29:723, requiring emergency action.
 - E. **EMERGENCY** - means, as defined by La. R.S. 29:723:
 - (a) The actual or threatened condition which has been or may be created by a disaster; or
 - (b) (i) Any natural or man-made event which results in an interruption in the delivery of utility services to any consumer of such services and which affects the safety, health, or welfare of a Louisiana resident; or
 - (ii) Any instance in which a utility's property is damaged and such damage creates a dangerous condition to the public.

Any national or state emergency, including acts of terrorism or a congressional authorization or presidential declaration pursuant to the War Powers Resolution (50 U.S.C. 1541 et seq.).

- F. MUTUAL AID - includes, but is not limited equipment, services, supplies, manpower, and other resources beyond the capacity of each individual Party;
- G. PARISH PRESIDENT - means the president of any parish, mayor-president, mayor of New Orleans (Orleans Parish), or police jury president, as defined by La. R.S. 29:723.
- H. REQUESTING PARTY -the Party requesting aid in the event of a disaster or a civil disturbance or emergency.
- I. TERRORISM OR ACTS OF TERRORISM - shall have the same meaning as provided in R.S.14:128.1.

- 3. **PARTY'S EMERGENCY MANAGEMENT PLAN.** Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with La. R.S. 29:722. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Louisiana Office of Homeland Security and Emergency Preparedness for review and approval.
- 4. **EMERGENCY MANAGEMENT COORDINATION.** Each Party shall coordinate with the parish office of homeland security and emergency preparedness and/or the chief executive officer of the town or city, as the occasion may require, whenever an emergency develops within a parish or municipality.
- 5. **ACTIVATION OF AGREEMENT.** This Agreement may be activated by The Louisiana Office of State Fire Marshal, or any Parish or City Fire Chief who is a Party to this agreement, upon any one of the following conditions:
 - (a) A declaration of a local state of disaster pursuant to La. R.S. 29:727(E);
 - (b) A finding or proclamation of a disaster or state of civil disturbance or emergency by the governor pursuant to La. R.S. 29:724; or
 - (c) A finding of the occurrence or imminent threat of an emergency by a Party to the agreement such that local capabilities are predicted to be exceeded.
 - (d) Another State requesting assistance through an EMAC agreement.

The response of the Assisting Party pursuant to this Agreement shall continue until the services of the Assisting Parish are no longer required or the services of the Assisting Party can no longer be provided.

- 6. **PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID.** A Party to this agreement or his or her designee, such as the "Chiefs", may request Mutual Aid assistance by:
 - 1. Submitting an online Electronic Mission Request made through the State of Louisiana Emergency Operations website, such as WebEOC, or other established form of electronic communication, for Assistance to an Assisting Party, or
 - 2. Orally communicating a request for Mutual Aid assistance to an Assisting Party, which

shall be followed by an online Electronic Mission Request made through the State of Louisiana Emergency Operations website, such as WebEOC, or other established form of electronic communication, as soon as circumstances allow, preferably within 24 hours.

Mutual Aid shall not be requested by a Party unless it is directly related to the disaster or emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Requesting Party or by his or her designee, who shall provide notification to the director of the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) contemporaneous with the request.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Assisting Party, or his or her designee, and provide the necessary information as prescribed in Section 6.B.

B. REQUIRED INFORMATION BY REQUESTING PARTY. Each Electronic Mission Request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.), and the particular type of assistance needed;
- 3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or locations to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information shall be provided in the Electronic Mission Request and made a part of this agreement, together with any supplementary documentation which may be needed.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE. When contacted by a Requesting Party, the Party from which aid is requested or his or her designee agrees to assess local resources to determine availability of personnel, equipment, and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment, and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determined that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. INFORMATION REQUIRED OF THE ASSISTING PARTY. A Party or his or her designee who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- 2) The estimated length of time that the personnel, equipment, and other resources will be available;
- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information shall be provided in the Electronic Mission Request and made a part of this agreement, together with any supplementary documentation, which may be needed.

- E. SUPERVISION AND CONTROL. When providing assistance under the terms of this Agreement, the response effort SHALL be organized and functioning according to the Louisiana Emergency Operations Plan and the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party as dictated, organized and functioning according to the National Incident Management System (NIMS). Direct supervision and control of personnel, equipment, and resources and personnel accountability of the Assisting Party shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.
- F. MUTUAL AID PLAN. By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement in accordance with its terms.
- G. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the area of the civil disturbance, emergency, or disaster. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.
- H. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.
- I. RIGHTS AND PRIVILEGES: Personnel who are assigned, designated, or ordered by a Party to this agreement to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, where applicable, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

- J. TERM OF DEPLOYMENT: The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.
- K. SUMMARY REPORT: Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party and to the director of GOHSEP. The report shall, at a minimum, include a chronology of events and description of personnel, equipment, and materials provided by one Party to the other.
7. COSTS. All costs associated with an Assisting Party's provision of Mutual Aid, including but not limited to compensation for Assisting Party's personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Assisting Party and reimbursed by the Requesting Party at actual cost. Requests for reimbursement must be submitted as soon as practicable, preferably within sixty (60) days of the return of all personnel deployed under this Agreement. Such requests shall identify and provide documentation with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Nothing in this agreement, nor the activation of the provisions of this agreement, precludes a Party to the agreement from requesting, through GOHSEP, state and/or federal assistance, and/or the issuance of a gubernatorial or presidential declaration of emergency or disaster, according to the Louisiana Homeland Security and Emergency Assistance and Disaster Act or the federal Disaster Relief Act of 1974 (known as the Robert T. Stafford Act- Public law 93-288, 88 Stat. 143), as amended by the Disaster Mitigation Act of 2000.
8. INSURANCE
- A. WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Louisiana Workers' Compensation Act, if benefits are provided by a party prior to delivery or receipt of assistance pursuant to the agreement.
- B. AUTOMOBILE LIABILITY COVERAGE: Each Party shall be responsible for its own actions and is responsible for complying with the Louisiana motor vehicle financial responsibility laws.
- C. GENERAL LIABILITY and PUBLIC OFFICIALS LIABILITY: To the extent permitted by law and without waiving any immunity or limitation of liability or defense available to it, 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. Each Party agrees to obtain and maintain general liability and public official's liability, if applicable, or maintain a comparable self-insurance program.

D. OTHER COVERAGE: The Assisting Party shall provide and maintain their existing packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party,

9. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss or damage, occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the gross negligence or intentional misconduct of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity, defense, or limitation of liability on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.
10. EXPENDING FUNDS. No Party shall have any obligation to expend any funds whatsoever in order to perform any services of furnish aid pursuant to this Agreement. Any funds a Party may elect to expend shall be in that Party's sole discretion.
11. TERM. This Agreement shall become effective as to each Party upon signing and shall continue in force and remain binding on each and every Party for an initial term of twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as a Party terminates its participation in this Agreement pursuant to Section 19 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.
12. ENTIRETY. This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered herewlder during or in connection with a Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 18 below.
13. RATIFICATION. Each Party hereby, by execution of this document, formally acknowledges the prior services rendered described herein.
14. OTHER MUTUAL AID AGREEMENTS. It is understood that certain Parties may have heretofore contracted or may hereafter contract with others for Mutual Aid in emergency and/or disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, each Party will determine and prioritize the needs of the Requesting Party and the availability of their resources and allocate them accordingly.

Notwithstanding the foregoing, the Parties acknowledge that any Party hereto may be a Party to Mutual Aid agreements similar to this Agreement with other parties, including parishes, which have Mutual Aid agreements with municipalities within their respective jurisdictions.

15. INTERLOCAL COOPERATION ACT. The Parties agree that mutual aid in the context

contemplated herein is a "governmental function and service." The Chiefs are "local governmental subdivisions" under La. R.S. 29:723(4), as defined therein, and are authorized to enter into this agreement under La. R.S. 29:730, 29:730.1, 29:730.2, 29:737, and any other applicable provisions of law.

16. **SEVERABILITY.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
17. **VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
18. **AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.
19. **TERMINATION.** Any signatory party may give notice of termination of participation in this agreement at any time and submit a copy to all other parties and GOHSEP. Such termination shall become effective not earlier than 30 days after the giving of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.
20. **THIRD PARTIES.** This Agreement is intended to inure only to the benefit of the Parties hereto, and is not intended to create, nor shall it be deemed or construed to create any rights in third parties.
21. **NOTICE.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Party, and shall be delivered in person, mailed certified mail return receipt requested, faxed, or emailed to the appropriate addresses or numbers listed on the Electronic Mission Request.
22. **WARRANTY.** The Agreement has been officially authorized by each participating Party and by the authority of each Party hereto by ordinance or resolution, where necessary, and each Party to this agreement guarantees and warrants that the signatory has full authority to execute this agreement and to legally bind the respective Party to this Agreement.
23. **GOVERNING LAW AND VENUE.** The laws of the State of Louisiana shall govern this Agreement, and venue for the purposes of this agreement, shall lie in the Nineteenth Judicial District Court for all matters pertaining to the Louisiana Office of State Fire Marshal. In matters between parties other than the Louisiana Office of State Fire Marshal, the ordinary rules of venue shall apply.

24. **HEADINGS.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

25. **RECORD KEEPING AND COSTS.** The Parties agree to establish and maintain accurate records of events and expenditures related to mutual aid assistance and shall have a financial and record keeping system in place that can be used to track these elements, including personnel, equipment, services, and supplies provided. In order to insure that proper documentation is maintained, each Party agrees to designate a person or persons to coordinate the compilation and filing of records, and to maintain a record for verification of all costs and expenditures. All records created and maintained pursuant to this agreement shall be maintained for a minimum of three (3) years following final reimbursements

IN WITNESS WHEREOF, the Parties have formalized their mutual aid agreement and executed same on the day, month and year written below.

THUS DONE AND SIGNED this ____ day of October, 2025, before me, the undersigned notary public, in the presence of the undersigned witnesses, in Ouachita Parish, Louisiana

WITNESSES:

WEST MONROE FIRE DEPARTMENT

City of West Monroe, Louisiana

BY: _____

Daniel Overturf, Fire Chief

DOUGLAS C. CALDWELL, NOTARY PUBLIC

LOUISIANA BAR ROLL NO. 03783

THUS DONE AND SIGNED this ____ day of October, 2025, before me, the undersigned notary public, in the presence of the undersigned witnesses, in East Baton Rouge Parish, Louisiana

WITNESSES:

LOUISIANA OFFICE OF STATE

FIRE MARSHAL

BY: _____

NOTARY PUBLIC, ID NO. _____

PRINTED NAME _____

MY COMMISSION EXPIRES: _____