Mutual Aid Agreement Between
The Department of the Army / Lake City Army Ammunition Plant
And
The City of Independence, Missouri

The United States Army, the Lake City Army Ammunition Plant (LCAAP) and the City of Independence, Missouri, acting in accordance with the authority of section 1856, Title 42, United States Code for Cooperative Fire/Emergency Medical Service (EMS) Response Agreement, hereby make and enter into this Mutual Aid Agreement (Agreement) on this _____day of ____________, 2012.

1. PURPOSE: This Agreement defines procedures associated with the Independence Missouri Fire Department’s response to emergency situations and other critical incidents upon the request of the proper military authority at the LCAAP.

2. GENERAL: In line with the Department of the Army guidance and regulation, and in cooperation with the Independence Military Installation Partnership, this Agreement documents responsibilities and procedures between the Department of the Army and the Independence Missouri Fire Department regarding the utilization of the City of Independence Emergency Resources, to include, but not limited to, the Fire Department’s Structural Fire and Wildland Fire Response, Emergency Medical Service Response and Hazardous Material (HAZMAT) Response on the LCAAP. This Agreement is entered into between the Department of the Army, LCAAP and the City of Independence, Missouri.

3. ASSUMPTIONS:

   a. All pertinent laws, rules and regulations of the United States, its agencies, the State of Missouri and City of Independence heretofore and hereafter enacted or issued shall be incorporated in, and deemed a part of, this Agreement.
b. Any provisions of this Agreement which are contrary to or violate any laws, rules, or regulations of the United States, its agencies, the State of Missouri or the City of Independence, Missouri shall be void and have no force or effect; however, both parties to this Agreement agree to promptly notify the other party of any known or suspected continuing violations of such laws, rules or regulations.

c. The LCAAP is an exclusive Federal jurisdiction within the jurisdictional and emergency response boundary of the Independence Missouri Fire Department. During emergency situations, the managing authority of the exclusive Federal jurisdiction, which in this case is the Commander of LCAAP (or his/her representative), is authorized to request assistance from outside agencies for assistance with containment, control and mitigation of the emergency situation. By requesting the Independence Fire Department’s response to an emergency situation, the Army relinquishes tactical control of the situation. Tactical operational control will be given to the Independence Fire Department if it is a fire or HAZMAT response. In the event that the Independence Fire Department assumes tactical control of a situation, the overall management of the incident will still be controlled via a “Unified Command” Incident Command structure. The Incident Commander, through the LCAAP Emergency Operations Center (EOC), will be tasked with ensuring that the LCAAP Commander is advised of all ongoing operations, to include tactical operations that are commanded by emergency response elements from the City of Independence.

d. This Agreement is intended to provide for cooperation in emergency services responses, and is not intended to create a joint venture, joint powers agency, partnership, or any other entity. Each party shall retain its independent authority for operation and administration.

e. Upon receipt of an emergency call, the Independence Fire Department shall respond to LCAAP with an appropriate type unit with specified minimum staffing, provided that the Independence Fire Department shall not be required to provide resources when doing so would cause the agency’s resources to be depleted below minimum staffing levels.

f. Each agency shall utilize and comply with the National Incident Management System promulgated by the Federal Emergency Management Agency and adopted by the State of Missouri, OSHA regulation and the Missouri State Fire Marshal Curriculum standards (or equivalent) for fire personnel and response to emergency incidents.
g. Reimbursement- All service rendered under this Agreement shall be performed without reimbursement to the participating party or parties hereto, in consideration of their mutual promises and services; each party shall bear its own cost hereunder.

h. Waiver of Claims- Whereas it is recognized by all parties that 42 United States Code, Section 1856(a), Federal Tort Immunities Act applies, each party waives all claims against each other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except for those claims authorized under 15 USC 2210.

i. Any requirement for payment or obligation of funds by the Army or the City of Independence, Missouri, established by the terms of this Agreement shall be subject to the availability of appropriated funds. No provision in this Agreement shall be interpreted to require payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC Section 1341.

4. INCIDENT RESPONSIBILITIES:

a. The LCAAP Commander (or his/her designee) will maintain responsibility for critical emergency incidents until the Independence Fire Department takes command of the tactical operations related to the incident.

   (1) The LCAAP Security and Fire Department will dispatch an on-scene commander to the tactical operations command post to provide command and control of LCAAP Security and Fire personnel and to liaison with the LCAAP Emergency Operations Center and Incident Command.

   (2) A Disaster Control Group with representatives from all support agencies will form and respond to the LCAAP Emergency Operations Center and staff Emergency Support Functions at the direction of the Incident Commander.

b. The LCAAP, through the on-scene liaison with the tactical operations commander and the Emergency Support Functions staffed at the LCAAP EOC, will:

   (1) Exercise command and control of all LCAAP security forces and LCAAP Fire personnel.

   (2) Prior to the arrival of the Independence Fire Department, LCAAP Fire and Security personnel will isolate and contain the incident and establish inner and outer perimeters surrounding the incident (when possible/feasible).
(3) Evacuate all non-essential personnel from the affected area and establish staging areas for emergency response elements to stage at during the incident.

(4) Establish a tactical operations command post at the inner cordon (perimeter) and incident command post at the outer cordon (perimeter).

(5) Make available provisions and emergency assistance to LCAAP personnel affected by the incident to include emergency medical assistance/treatment, transportation, temporary shelter and grief counseling.

(6) Issue / Acquire clothing and supplies as needed. Issued must be approved by the Incident Commander.

(7) Recall LCAAP emergency response personnel (LCAAP security and firefighter personnel).

(8) Establish communications between the LCAAP EOC, LCAAP first responders and Independence Fire Department response assets as required.

(9) Ensure that utilities and telephone/computer networks communications can be turned off to various parts of the facility on short notice as required.

(10) Provide current building floor plans and utility layouts as required by the Independence Fire Operations Commander.

(11) Provide technical support to responding forces for ingress and egress points for specific equipment/personnel.

(12) Clear all press/media requests through the Incident Commander and the LCAAP Commander prior to release to ensure that critical tactical information is not released.

(13) All firefighting and Hazardous Materials mitigation procedures will be conducted in accordance with Independence Fire Department and LCAAP policies. Independence Fire Personnel will adhere to the U.S. Army policy of not conducting fire suppression activities on buildings that store or contain explosive materials.
c. The Independence Fire Department will:

   (1) Dispatch fire department resources to assist LCAAP with resolution of a critical incident on LCAAP.

   (2) Assume the staffing of the inner perimeter around a critical incident along with implementation of emergency measures designed to control and/or mitigate the situation (i.e. establish decontamination lines, attempt to identify unknown substance etc.).

5. COORDINATED TRAINING

   a. The Independence Fire Department will participate in Lake City exercises whenever possible.

   b. The Independence Fire Department and LCAAP recognize the importance of joint exercise participation.

   c. The LCAAP will contact the Independence Fire Department Operations Commander and inform them of LCAAP exercise planning meetings.

   d. The Independence Fire Department’s representatives will coordinate exercise participation and illustrate specific training requirements.

   e. The LCAAP will tailor its exercise scenarios to ensure that Independence Fire Department training objectives are met whenever possible during exercises.

6. AGREEMENT AND ADMINISTRATION:

   This Agreement is effective upon the signature of the Commander, LCAAP, the City of Independence Fire Chief and City Manager after approval by the City of Independence City Counselor’s office and the Joint Munitions Command Legal Office. This Agreement will be reviewed periodically by both parties and can be changed at any time by mutual consent of the parties. The termination of this Agreement will be by notice in writing to the Commander, LCAAP, Junction Hwy 7 and Hwy 78, Independence, Missouri 64051-1000 or the City Counselor’s Office, City of Independence Law Department, 111 East Maple, Independence, Missouri 64050.
LCAAP / City of Independence
Mutual Aid Agreement Signature Page

Lake City Army Ammunition Plant

_______________________________________   __________________
LTC Elizabeth Delbridgekeough     Date
Commander

City of Independence Fire Department

_______________________________________   __________________
Sandy Schiess        Date
Fire Chief

City of Independence, Missouri

_______________________________________   __________________
Robert E. Heacock       Date
City Manager

City of Independence Law Department

_______________________________________   __________________
Dayla Bishop Schwartz      Date
City Counselor

U.S. Army Joint Munitions Command

_______________________________________   __________________
Thomas G. Jackson       Date
Joint Munitions Command Legal Counsel