

NENA Mutual Aid Standard/ Model Recommendation



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1 Executive Overview

This document is provided as an Operational Standard/Model Recommendation for the development of Mutual Aid Agreements or Memorandums of Understanding between Public Safety Communications Agencies. This document is a Model Recommendation and should be modified to meet the unique requirements of individual States and Municipalities.

The operational ability of PSAPs is critical to the safety and welfare of the public. For this reason it is imperative that all PSAPs be prepared to maintain operations through every probable disaster scenario. This preparation may require that the PSAP plan to receive and provide assistance to other agencies if the need arises. This assistance must not interfere with the ability of the agency providing assistance to continue uninterrupted daily operations.

In planning for disaster each PSAP should have an understanding of what resources are available or may be requested from other agencies. It is also important that the means of a request for assistance, the duties and scope of resources, and the manner in which compensation is provided should be agreed upon during the planning phase.

This document provides the essential elements of a Mutual Aid Agreement. All elements should be detailed to the extent required for the agencies involved and should be reviewed by legal counsel prior to implementation of such an agreement.

2 Introduction

2.1 Purpose and Scope

The purpose of the NENA Model Recommendation for Mutual Aid is to provide general guidelines for the development, promulgation and implementation of agreements between public safety communications agencies to assure adequate resources during disaster.

2.2 Reason to Implement

The NENA Model Recommendation for Mutual Aid has been developed to provide guidance for agencies in preparation for events that may overwhelm local public safety communications resources.

2.3 Benefits

Implementation of these recommendations will:

- Prepare Communications Centers for major disasters.
- Provide guidance for the development of Mutual Aid Agreements.
- Provide guidance for the implementation of a Mutual Aid Agreements.

2.4 Technical Impacts Summary

Technical impact will vary greatly depending upon the size and duration of the disaster. At a minimum the phone service provider, radio and Computer-Aided-Dispatch vendor(s) should be consulted to review options for alternate call taking and dispatching methods.

2.5 Document Terminology

The terms "shall ", "must " and "required" are used throughout this document to indicate required parameters and to differentiate from those parameters that are recommendations. Recommendations are identified by the words "desirable" or "preferably".

2.6 Reason for Reissue

NENA reserves the right to modify this document. Whenever it is reissued, the reason(s) will be provided in this paragraph.

2.7 Cost Factors

The cost to implement this recommendation will be divided among several activities:

- Planning, which includes the development of a Mutual Aid Agreement and plan.
- Preparedness, which should include any training, drills and exercises to assure the agreements and plans meet the needs of the agencies.

- Response, which should include all personnel and related equipment cost of an actual activation.

The cost to each agency during activation will vary depending upon the size and duration of the disaster.

2.8 Cost Recovery Considerations

State and federal cost recovery assistance may be available for planning, preparedness and response activities. The availability of cost recovery funds varies between states and regions. PSAP Administrators are urged to review cost recovery regulations and apply for all available funding.

2.9 Acronyms/Abbreviations

The acronyms/abbreviations used in this document have not as yet been included in the master glossary. After initial approval of this document, they will be included. Link to the master glossary is located at http://www.nena.org/9-1-1TechStandards/nena_recommended_standards.htm

The following Acronyms are used in this document:	
MOU	Memorandum of Understanding
PSAP	Public Safety Answering Point

3 Mutual Aid Agreements

3.1 Parties

The parties are the agencies, Federal, Provincial, State and Local Government, political subdivisions, Tribes or organizations between which the agreement is being made. The terms used throughout the document to describe each entity should be stated.

3.2 Authority

Under what law, regulation or standard is the agreement being developed.

3.3 Definitions

Explanation of technical or professional terms used in the agreement. Legal counsel should review definitions.

3.4 Assistance to be Rendered

A detailed description of resources to be rendered by participating jurisdictions should be included. The standard of resources (such as required training and certification) should be included.

3.5 Condition(s) for Implementation

A description of the conditions for requesting, offering and utilizing mutual aid support should be included. Will mutual aid be given if a local, state, federal, or international disaster is declared or may it be requested on an as needed basis?

3.6 Request for Implementation

A description of how a request for implementation of the agreement is made. This section should identify who (by title) is permitted to make the request and who (by title) may authorize assistance.

3.7 Implementation

This section describes what will occur when a request has been approved and resources are deployed. This section should provide guidelines for command, control, coordination and support. This section may reference a specific plan which outlines in great detail the duties and responsibilities of each party.

3.8 Demobilization

This section describes the method and authority to cancel, demobilize and/or recall mutual aid resources.

3.9 Compensation

This is the section of the agreement, which describes if, when and how resources are reimbursed to the supplying jurisdiction. Wages, materials, logistical support, equipment and related travel expenses should be addressed.

3.10 Insurance

The insurance coverage, such as general health, property, motor vehicle, workman's compensation, disability, death and dismemberment, that will be provided for resources during the deployment (as applicable under state and local law) should be described in this section.

3.11 Liability

Describes the limitations of liabilities for supplying resources. If legislative protection has been enacted, this legal reference should be provided.

3.12 Maintenance

Establishes a scheduled review and provides procedures for updating and changing the agreement.

3.13 Exclusivity

A statement that the agreement is not intended to be an exclusive agreement and each party may enter into other similar agreements.

3.14 Signatures

The signatures of the appropriate officials and the attesting official for each participating jurisdiction, agency, or organization must be included.

4 References

4.1 American Radio Relay League

Memorandum of Understanding with the American Red Cross

4.2 Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement

4.3 Florida Chapter Associated Public Safety Communications Officials

Statewide Public Safety Communications Mutual Aid Plan

4.4 North Carolina Chapter of the National Emergency Number Association

Memorandum of Understanding Between the State of North Carolina, Department of Crime control and Public Safety, Division of Emergency Management and the North Carolina Chapter of NENA.

4.5 North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement

4.6 State of Washington Mutual Aid and Interlocal Agreement

5 Exhibits

5.1 Sample Interstate Mutual Aid Agreement

MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

This **AGREEMENT**, made the _____ day of _____ 20____ by and between the State of _____, hereinafter referred to as “_____” and the State of _____, hereinafter referred to as “_____”.

Whereas, pursuant to the _____ Code, State Coordinators shall, to the extent possible and reasonable, develop aid **AGREEMENTS** with adjacent States for reciprocal emergency assistance, which Mutual Aid **AGREEMENTS** shall be ratified by the governing body of each State involved; and

Whereas, by mutual execution of this **AGREEMENT**, _____ and _____ intend to formalize arrangements relative to certain reciprocal emergency assistance by and between said States:

Now, therefore, witness that: For and in consideration of the mutual promises and **AGREEMENTS** contained herein, the States hereby agree as follows:

1. _____ and _____ agree to furnish emergency services resources as defined in Section _____ of the _____ Code, to each other upon request of the State’s Executive if available, or his/her designee, on a non-reimbursable basis. It is specifically agreed that neither State is obligated or required to furnish any service or take any action pursuant to this **AGREEMENT**. Neither State shall present any claim against the other State for compensation for any cost, loss, damage, personal injury, nor death occurring in consequence of the performance of the services called for in the **AGREEMENT**.
2. This **AGREEMENT** shall apply to the following circumstances and/or situations.
 - a. The dispatch of emergency service resources by either or both States in response to the occurrence or the threat of a man-made, natural, terrorist or war-caused disaster;
 - b. The distribution of materials, supplies, equipment, and other forms of aid by and between the States;
 - c. The staffing and equipping of an emergency operation center responsible for coordinating the emergency response activity of either or both States affected by an actual or imminent disaster emergency;
 - d. The staffing of a Public Safety Answering Point or Public Safety Dispatch Point responsible for the receipt, processing, dispatching and monitoring of emergency

- calls for assistance by either State affected by an actual or imminent disaster emergency;
- e. The dispatch of emergency services resources by either or both States in response to a Declaration of Disaster Emergency declared by the Governor of either or both States or the President of the United States;
 - f. Response to incidents (actual or imminent) which endanger the health, safety, or welfare of the public and which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to reduce, counteract, or remove the danger caused by the incident;
 - g. Participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster emergency.
3. The dispatch, by either or both States, of emergency service resources pursuant to this **AGREEMENT** shall be subjected to the following terms and conditions:
- a. Any request for aid hereunder shall specify the amount and type of resources requested, however, an authorized representative of the responding organization shall determine the specific resources furnished;
 - b. The responding organization shall report to the officer in charge at the location to which the resources are dispatched, and shall be subject to the orders and operational control of the requesting organization's officer in charge at the location of assignment;
 - c. The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the resources are needed within their normal emergency service area.
4. Plans for the orderly deployment and reception of resources of one State by the other State resulting from a disaster/emergency situation shall be developed by representatives of both States and their _____ organizations. Such plans shall include the method of transporting and receiving resources, the specific resources to be received at designated locations, the manner in which food, clothing, housing, and medical care shall be provided, the assignments of the personnel, anticipated utilization of resources, and all other relevant factors.
5. This **AGREEMENT** shall become effective immediately upon its ratification by the appropriate State representatives. Duly authenticated copies of the **AGREEMENT**, after approval, shall be deposited with each of the States and with the _____ Agencies of both States.
6. This **AGREEMENT** shall continue in force and remain binding upon each State until the appropriate State representative(s) take action to withdraw there from. Such action shall be effective until 90 days after notice of withdraw to the other State that is party to this **AGREEMENT**.

IN WITNESS THEREOF, the undersigned States by their appropriate representatives have duly executed this Mutual Aid **AGREEMENT** for the emergency services the day and year first written above.

Chief Clerk

Chief Clerk

5.2 Sample Intrastate Mutual Aid Agreement

MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

This **AGREEMENT**, made the _____ day of _____ 20____ by and between the County of _____, hereinafter referred to as “_____” and the County of _____, hereinafter referred to as “_____”.

Whereas, pursuant to the _____ Code, County Coordinators shall, to the extent possible and reasonable, develop aid **AGREEMENTS** with adjacent Counties for reciprocal emergency assistance, which Mutual Aid **AGREEMENTS** shall be ratified by the governing body of each County involved; and

Whereas, by mutual execution of this **AGREEMENT**, _____ and _____ intend to formalize arrangements relative to certain reciprocal emergency assistance by and between said Counties:

Now, therefore, witness that: For and in consideration of the mutual promises and **AGREEMENTS** contained herein, the Counties hereby agree as follows:

7. _____ and _____ agree to furnish emergency services resources as defined in Section _____ of the _____ Code, to each other upon request of the County’s Executive if available, or his/her designee, on a non-reimbursable basis. It is specifically agreed that neither County is obligated or required to furnish any service or take any action pursuant to this **AGREEMENT**. Neither County shall present any claim against the other County for compensation for any cost, loss, damage, personal injury, nor death occurring in consequence of the performance of the services called for in the **AGREEMENT**.
8. This **AGREEMENT** shall apply to the following circumstances and/or situations.
 - a. The dispatch of emergency service resources by either or both Counties in response to the occurrence or the threat of a man-made, natural, terrorist or war-caused disaster;
 - b. The distribution of materials, supplies, equipment, and other forms of aid by and between the Counties;
 - c. The staffing and equipping of an emergency operation center responsible for coordinating the emergency response activity of either or both Counties affected by an actual or imminent disaster emergency;
 - d. The staffing of a Public Safety Answering Point or Public Safety Dispatch Point responsible for the receipt, processing, dispatching and monitoring of emergency calls for assistance by either County affected by an actual or imminent disaster emergency;

- e. The dispatch of emergency services resources by either or both Counties in response to a Declaration of Disaster Emergency declared by either or both County's or the Governor of the State;
 - f. Response to incidents (actual or imminent) which endanger the health, safety, or welfare of the public and which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to reduce, counteract, or remove the danger caused by the incident;
 - g. Participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster emergency.
9. The dispatch, by either or both Counties, of emergency service resources pursuant to this **AGREEMENT** shall be subjected to the following terms and conditions:
- a. Any request for aid hereunder shall specify the amount and type of resources requested, however, an authorized representative of the responding organization shall determine the specific resources furnished;
 - b. The responding organization shall report to the officer in charge at the location to which the resources are dispatched, and shall be subject to the orders and operational control of the requesting organization's officer in charge at the location of assignment;
 - c. The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the resources are needed within their normal emergency service area.
10. Plans for the orderly deployment and reception of resources of one County by the other County resulting from a disaster/emergency situation shall be developed by representatives of both Counties and their _____ organizations. Such plans shall include the method of transporting and receiving resources, the specific resources to be received at designated locations, the manner in which food, clothing, housing, and medical care shall be provided, the assignments of the personnel, anticipated utilization of resources, and all other relevant factors.
11. This **AGREEMENT** shall become effective immediately upon its ratification by the appropriate County representatives. Duly authenticated copies of the **AGREEMENT**, after approval, shall be deposited with each of the Counties and with the _____ Agencies of both Counties.
12. This **AGREEMENT** shall continue in force and remain binding upon each County until the appropriate County representative(s) take action to withdraw there from. Such action shall be effective until 90 days after notice of withdraw to the other County that is party to this **AGREEMENT**.

IN WITNESS THEREOF, the undersigned Counties by their appropriate representatives have duly executed this Mutual Aid **AGREEMENT** for the emergency services the day and year first written above.

Chief Clerk

Chief Clerk

5.3 Sample Municipal Mutual Aid Agreement

MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

This **AGREEMENT**, made the _____ day of _____ 20____ by and between the _____ of _____, hereinafter referred to as “_____” and the _____ of _____, hereinafter referred to as “_____”.

Whereas, pursuant to the _____ Code, _____ Coordinators shall, to the extent possible and reasonable, develop aid **AGREEMENTS** with adjacent jurisdictions for reciprocal emergency assistance, which Mutual Aid **AGREEMENTS** shall be ratified by the governing body of each jurisdiction involved; and

Whereas, by mutual execution of this **AGREEMENT**, _____ and _____ intend to formalize arrangements relative to certain reciprocal emergency assistance by and between said jurisdictions:

Now, therefore, witness that: For and in consideration of the mutual promises and **AGREEMENTS** contained herein, the parties hereby agree as follows:

13. _____ and _____ agree to furnish emergency services resources as defined in Section _____ of the _____ Code, to each other upon request of the Jurisdiction’s Executive if available, or his/her designee, on a non-reimbursable basis. It is specifically agreed that neither party is obligated or required to furnish any service or take any action pursuant to this **AGREEMENT**. Neither party shall present any claim against the other party for compensation for any cost, loss, damage, personal injury, nor death occurring in consequence of the performance of the services called for in the **AGREEMENT**.
14. This **AGREEMENT** shall apply to the following circumstances and/or situations.
 - a. The provision of emergency service resources by either or both Parties in response to the occurrence or the threat of a man-made, natural, terrorist or war-caused disaster;
 - b. The distribution of personnel, materials, supplies, equipment, and other forms of aid by and between the Parties;
 - c. The staffing and equipping of an emergency operation center responsible for coordinating the emergency response activity of either or both Parties affected by an actual or imminent disaster emergency;
 - d. The staffing of a Public Safety Answering Point or Public Safety Dispatch Point responsible for the receipt, processing, dispatching and monitoring of emergency calls for assistance by either Party affected by an actual or imminent disaster emergency;
 - e. Response to incidents (actual or imminent) which endanger the health, safety, or welfare of the public and which require the use of special equipment, trained

- personnel or personnel in larger numbers than are locally available in order to reduce, counteract, or remove the danger caused by the incident;
- f. Participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster emergency.
15. The dispatch, by either or both Parties, of emergency service resources pursuant to this **AGREEMENT** shall be subject to the following terms and conditions:
- Any request for aid hereunder shall specify the specific resources requested, however, an authorized representative of the responding organization shall determine the specific resources to be furnished;
 - The responding personnel shall report to the officer in charge at the location to which the resources are dispatched, and shall be subject to the orders and operational control of the requesting organization's officer in charge at the location of assignment;
 - The responding personnel/resources shall be released by the requesting organization when the services of the responding organization are no longer required or when the resources are needed within their normal emergency service area.
16. Plans for the orderly deployment and reception of resources of one Party by the other Party resulting from a disaster/emergency situation shall be developed by representatives of both parties and their respective organizations. Such plans shall include the method of transporting and receiving resources, the specific resources to be received at designated locations, the manner in which food, clothing, housing, and medical care shall be provided, the assignments of the personnel, anticipated utilization of resources, and other relevant factors.
17. This **AGREEMENT** shall become effective immediately upon its ratification by the appropriate representatives. Duly authenticated copies of this **AGREEMENT**, after approval, shall be deposited with each of the parties and/or their authorized representatives.
18. This **AGREEMENT** shall continue in force and remain binding upon each Party until the appropriate representative(s) take action to withdraw therefrom. Such action shall be effective until 90 days after notice of withdrawal to the other parties to this **AGREEMENT** has been filed.

IN WITNESS THEREOF, the undersigned _____ by their appropriate representatives have duly executed this Mutual Aid **AGREEMENT** for the emergency services the day and year first written above.

Chief Clerk

Chief Clerk